PROPOSAL OF THE PROMOTER TO MAKE INVESTMENT UNDER FOREIGN INVESTMENT LAW TO DO INVESTMENT IN AGRICULTURE OF COFFEE AND VEGETABLE SEEDS

"G A C (MYANMAR) LIMITED"



"G A C (MYANMAR) LIMITED"

"AGRICULTURE OF COFFEE AND VEGETABLE SEEDS PROJECT"

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Date: 11th October, 2016

To,

Chairman
Myanmar Investment Commission
Yangon, Myanmar.

Subject: : **Application for Investment Permit for Farming of international standard coffee and high quality vegetable seeds**

We have the honor to submit a proposal together with supporting documents, which have been prepared for establishment of Foreign Joint Venture Company (Local 20% and Foreign 80%) of under the name of "GAC (MYANMAR) LIMITED" in accordance with the Foreign Investment Law and the Myanmar Companies Act to carry farming of Coffee and Vegetable Seeds on land area (46.86) acres at Plot No. (689), Block No.(131-H), Thetkan-Chai Village, Pyin Oo Lwin Township, Mandalay Region, the Republic of the Union of Myanmar.

We would like to mention that this project may occur the following benefits -

- Gaining the agricultural technology.
- Overcoming the price volatility.
- Getting more job opportunities.
- Production of good quality vegetables.
- Earning of Foreign exchange income from export sales.
- Getting the taxes for country.

So that, we have submitted the coffee and vegetable seeds project proposal to the Myanmar Investment Commission with the following supporting documents. We hope that the Myanmar Investment Commission will be able to give permission to us.

(1) Form (1)
(2) List of shareholders and directors
(3) Projection statements of project
(4) Draft Land Lease Agreement
(5) Draft Joint Venture Agreement
(6) Photos of Products
(7) Financial Standing Documents

Sincerely yours,

S.P.

Daw Khine Lin
Promoter
G A C (MYANMAR) LIMITED

Date: 11th October, 2016

To,

Chairman
Myanmar Investment Commission
Yangon, Myanmar.

Subject : **Application for tax exemptions, reliefs and privileges**

Your Excellency:

As part of the application by our company "GAC (MYANMAR) LIMITED" to invest in the Republic of the Union of Myanmar we are applying for the following exemptions and reliefs specified in Section 27 of the Union of Myanmar Foreign Investment Law.

1. Exemption from income tax for a period extending to (5) consecutive years commencing from the first profit year after recovering all accumulated losses from previous years;
2. Exemption from income tax on profit of the business if the profits are maintained in a reserve fund and re-invested therein within one year after the reserve is made;
3. Right to accelerate depreciation in respect of machinery, equipment, building or other capital assets used in the business, at the rate approved by the Commission;
4. Relief from income-tax up to 50% on profits accrued from exports;
5. Right to deduct from assessable income such expenses incurred in respect of research and development relating to the company which are actually required and carried out within the State;
6. Right to carry forward and set off up to three (3) consecutive years from the years the loss is sustained;
7. Exemption from customs duty and all other internal taxes on imported machinery, office automations, other machines, construction materials and motor vehicles used in the business.
8. Exemption from customs duty and all other internal taxes on raw materials imported for the commercial production throughout the operation;
9. Right of an investor to pay income-tax payable to the State on behalf of foreigners who have come from abroad and are employed in the enterprise and the right to deduct such payment from the assessable income;
10. Right to pay income-tax on the above – mentioned foreigners at the rates applicable to the citizens residing within the country;

We hope our application will be considered favorably by the Commission.

Sincerely yours,

S.P.

Daw Khine Lin
Promoter
G A C (MYANMAR) LIMITED

ပြည်ထောင်စု သမ္မတ မြန်မာနိုင်ငံတော်အတွင်း နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်ရန် ကမကထ ပြုသူ၏ ဆောင်ရွက်ရန် အဆိုပြုချက်

PROPOSAL OF THE PROMOTER TO MAKE FROREIGN INVESTMENT IN THE REPUBLIC OF THE UNION OF MYANMAR

Form (1)

Proposal Form of Investor/ Promoter for the investment to be made in the Republic of the Union of Myanmar

To

Chairman,
Myanmar Investment Commission

Reference No. 001/MIC/2016
Date. 11th October, 2016

I do apply for the permission to make investment in theRepublic of the Union of Myanmar in accordance with the Foreign Investment Law by furnishing the following particulars:-

1. The Investor's or Promoter's:-

(a) Name	Daw Khine Lin
(b) Father's name	U Wai Lin Saw
(c) ID No./ National registration Card No./ Passport No.	12/Ka Ma Ya (Naing) 044506
(d) Citizenship	Myanmar
(e) Address	
(i) Address in Myanmar	No.(24), May Li Kha Street, Ward No.(7), Mayangone Township, Yangon
(ii) Residence abroad	
(f) Name of principal organization	G A C (Myanmar) Limited
(g) Type of business	Production
(h) Principal company's address	No.(703), 7th Floor, Kandawgyi Tower No.(4/6), Kyaikasan Road, Tamwe Township, Yangon.

2. If the investment business is formed under Joint Venture,partners':-

(a) Name	Mr. Berry Chang
(b) Father's name	Mr. Michael Chang
(c) ID No./ National registration Card No./ Passport No.	P.P.No. TWN 309875591
(d) Citizenship	Taiwan
(e) Address	
(i) Address in Myanmar	-
(ii) Residence abroad	No.(30/207), Sukhumvit Soi39, Sukhumvit Road, Klongtannua, Bangkok, 10110

(f) Parent Company

(g) Type of Business: Coffee and Seed Production

(h) Principal Company's Address

Remarks: The following documents need to attach according to above paragraph (1) and (2).

(1) Company Registration Certificate (Copy);

(2) National Registration Card (Copy) and Passport (Copy);

(3) Evidence about the business and financial conditions of the participant of the participants of the proposed investment business.

3. Type of proposed investment business:-

(a)	Manufacturing	N/A
(b)	Services Business related with manufacturing	Production and Marketing of coffee bean (ARABICA) and Vegetable seeds production
(c)	Service	N/A
(d)	Others	N/A

Remarks: Expression about the nature of business with regard to the above paragraph (3).

4. Type of business organization to be formed-

(a) One hundred Percent: N/A

(b) Joint venture

(i)Foreigner and Citizen: 80% and 20%

(ii) Foreigner and Government Department/ Organization: N/A

(c) By Contract based:

(i) Foreigner and Citizen: N/A

(ii) Foreigner and Government Department/ Organization: N/A

Remarks: The following information needs to attach for the above paragraph (4):-

(i) Share ratio for the authorized capital from abroad and local, names, citizenship, addresses, and occupations of directors;

(ii) Joint-Venture Contract (Draft) and recommendation of the Union Attorney General Office if the investment is related with the State.

(iii) Contract (Agreement) (draft)

5. Information related to Company incorporation

(a)	Authorized Capital	US$ 1,000,000/-
(b)	Types of Share	Ordinary Shares
(c)	Number of Shares	(100,000) Shares of US$ 10/- each

Remarks: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 5.

6. Particulars relating to Capital of the investment business

		Kyats	US$	Total US$	Total Kyats (1US$-1200 Ks)
(a)	Amount/Percentage of local capital to be contributed - **(10)%**	120,000,000	-	100,000	120,000,000
(b)	Amount/Percentage of local capital to be contributed - **(10)%**	115,200,000	4,000	100,000	120,000,000
(c)	Amount/Percentage of Foreign capital to be brought in - **(80)%**	-	800,000	800,000	960,000,000
	Total	**235,200,000**	**804,000**	**1,000,000**	**1,200,000,000**

Breakdown of investment cost

Sr. No.	Description	In kind	In cash		Total	
		(US$)	(US$)	(Kyats) 1US$-1200 Ks	(US$)	(Kyats) 1US$-1200 Ks
I	TO BE IMPORTED					
1.	Motor Vehicle	103,300	-	-	103,300	123,960,000
2.	Irrigation System	20,100	-	-	20,100	24,120,000
3.	Green House	75,600	-	-	75,600	90,720,000
II	WORKING CAPITAL	-	601,000	235,200,000	797,000	956,400,000
III	LAND LEASE	-	4,000	-	4,000	4,800,000
	TOTAL INVESTMENT	**199,000**	**605,000**	**235,200,000**	**1,000,000**	**1,200,000,000**

(c)	(Annually or period) of proposed capital to be brought in	One Year
(d)	Last date of capital brought in	One Year after MIC Permit
(e)	Proposed duration of Investment	30 Years + 10 Years + 10 Years
(f)	Commencement date of Construction	After MIC Permit
(g)	Construction Period	Within (6) months after MIC Permit

Remarks: Describe with annexure if it is required for above Para 6(c).

7. Detail list of foreign capital to be brought in -

		Foreign Currency US$	Equivalent Kyat (1US$-1200 Ks)
(a)	Foreign Currency (Type of currency and amount)	601,000	721,200,000
(b)	Machinery and Equipments and Value (to enclose detail list)	199,000	238,800,000
(c)	List of initial Raw Materials and value (to enclose detail list)	N/A	N/A
(d)	Value of Licence, intellectual Property, Industrial Design, Trade Mark, Patent, etc.	N/A	N/A
(e)	Value of Technical know-how	N/A	N/A
(f)	Others	N/A	N/A
	Total	**800,000**	**960,000,000**

Remarks: The evidence of permission shall be submitted for the above para 7 (d) and (e).

8. Detail list of Paid up capital to be brought in from Local -

		Kyats	Equivalent US$
(a)	Amount	235,200,000	196,000
(b)	Value of Machinery and Equipments (to enclose detail list)	N/A	N/A
(c)	Rental rate for building/land	4,800,000	4,000
(d)	Cost of building construction	N/A	N/A
(e)	Value of Furniture and Assets (to enclose detail list)	N/A	N/A
(f)	Value of initial Raw Material requirement (to enclose detail list)	N/A	N/A
(g)	Others	N/A	N/A
	Total	**240,000,000**	**200,000**

9. Particulars about the investment business-

(a) Investment Location(s)/Place — Holding No.(689), Kwin No. 131-Za, Thetkan-Chai Village, Pyin Oo Lwin Township, Mandalay Region

(b) Type and area requirement for land or land and building

(i) Location — Holding No.(689), Kwin No. 131-Za, Thetkan-Chai Village, Pyin Oo Lwin Township, Mandalay Region

(ii) Number of land/ building and area — A plot of Land/(46.86)acre

(iii) Owner of the land

(aa) Name/ Company/ Department — Daw Ohnmar Hein

(bb) National Registration No. — 12/La Ma Ta (Naing) 015766

(cc) Address — No.(53/55), Lanmadaw Street, Ward No.(7), Lanmadaw Township, Yangon

(iv) Type of land — Agriculture Land

(v) Period of Land lease contract — N/A

(vi) Lease Period — 30 Years + 10 Years + 10 Years

(vii) Lease Rate

(aa) Land — US$ 4,000 Per Year

(bb) Building — -

(viii)Ward — Holding No.(689), Kwin No. 131-Za, Thetkan-Chai Village

(ix) Township — Pyin Oo Lwin Township

(x) State/ region — Mandalay Region

(xi) Lessee

(aa) Name/ Name of Company/Department — G A C (Myanmar) Limited

(bb) Father's name — -

(cc) Citizenship — -

(dd) Passport No. — -

(ee) Residence Address — Room No.(703), 7th Floor, Kandawgyi Tower, Tamwe Township, Yangon.

Remarks: Following particulars have to be enclosed for above Para 9 (b).

(i) to enclose land map, land ownership and ownership evidences;

(ii) draft land lease agreement, recommendation from Union Attorney General Office if the land is related to the State;

(c) Requirement of building to be constructed;

(i) Type/ No. of Building	N/A
(ii) Area	N/A

(d) Product to be produced/ Service

(1) Name of Product	Coffee and Seed
(2) Estimate amount to be produced annually	(Annex - 11-1, 11-2)
(3) Type of Service	N/A
(4) Estimate value of Service annually	N/A

Remarks: Detail list shall be enclosed with regard to the above para 9 (d).

(e) Annual requirement of materials/ raw materials N/A

Remarks: According to the above para 9 (e) detail list of products in terms of type of products, quantity, value, technical specifications for the production shall be listed and enclosed.

(f)	Production System	Coffee and Seed Production
(g)	Technical Know-how	International (US, EU, Thailand, Taiwan)
(h)	Sales System	(100)% Export
(i)	Annual Fuel Requirement	Diesel (400)gals
	(to prescribe type/quantity)	-
(j)	Annual electricity requirement	100 KVA
(k)	Annual water requirement	12 Million Gal
	(to prescribe daily requirement, if any)	One Million per month

10. Detail information about financial standing

(a)	Name/ Company Name	Mr. Berry Chang
(b)	National Registration No./ Passport No.	TWN 309875591
(c)	Bank Account No.	0008 0081 4067 - Current A/C 0008 0061 4068 - Saving A/C

Remarks: To enclose bank statement from resident country or annual audit report of the principal company with regard to the above para 10.

11. List of employment to be recruited in the investment business:-

(a)	Employment from local	(26) No. (Annex - 6)
(b)	Required Technicians and Executives from abroad	(-) No.

(Engineer, QC, Buyer, Management, etc. based on the nature of business and required period)

Remarks: As per para 11 the following information shall be enclosed: -

(i) No. of employee, occupations, salary rates, etc.

(ii) Social security and welfare arrangements for employee/labour;

(iii) family accompany with foreign employee;

12. Particulars with regard to economic justifications-

	Foreign Currency	Estimated Kyat Equivalent
(a) Annual Income	(Annex - 11)	
(b) Annual expenditure	(Annex – 10-1 to 10-4)	
(c) Annual net profit	(Annex -12-1 to 12-3)	
(d) Yearly Investments	(Annex - 2)	
(e) Recoupment period	(Annex -13-1 to 13-3)	
(f) Other benefits (to enclose detail calculations)	(Annex - 15)	

13. Evaluation of environmental impact:-

(a) Organization for evaluation of environmental assessment; ________

(b) Duration for evaluation of environmental assessment; -

(c) Compensation programme for environmental damages -

(d) Water purification system and waste water treatment system; -

(e) Garbage management system; -

(f) System for storage of chemicals -

14. Evaluation onSocio-economic assessments;

(a) Organization for evaluation of socio-economic assessments; -

(b) Duration of the evaluation for socio-economicassessments; -

(c) No. of volunteers (Corporate Social Responsibility) programme; To comply with regulations

15. The above mentioned information and documents enclosed herewith this application are true and correct as per my understanding, checked by myself and submitted with signed hereunder.

Signature: S.P. Lin

Name: Daw Khine Lin

Occupation: Promoter

Date: 11th October, 2016

To,

Chairman
Myanmar Investment Commission
Yangon, Myanmar.

Subject: : **Undertaking of usage of Electric Power**

We, "G A C (MYANMAR) LIMITED", will use the power supply of the Ministry of Electric and Energy Department to do the project work. If not enough, we will use by own Generator supplement.

Sincerely yours,

S-P-

Daw Khine Lin
Promoter
G A C (MYANMAR) LIMITED

Date: 11^{th} October, 2016

To,

Chairman
Myanmar Investment Commission
Yangon, Myanmar.

Subject: : **Matter of undertaking regarding the Farming Project**

We have the pleasure of submission for the project proposal with attached documents, which have been established of Foreign Joint Venture Company (Local 20% and Foreign 80%) of "GAC (MYANMAR) LIMITED" in accordance with the Foreign Investment Law and the Myanmar Companies Act for carrying out farming of Coffee, Vegetables Seed on land area (46.86) acres at Plot No.(689), Block No.(131-H), Thetkan-Chai Village, Pyin Oo Lwin Township, Mandalay Region, the Republic of the Union of Myanmar. We intend to export the coffee and vegetables seed of the products of farming. Our Company, "G A C (MYANMAR) LIMITED", undertakes as follow.

(a) We will set up Joint Venture Company (20%) of Local citizen and (80%) of Foreigner.

(b) We intend to implement systematically for production of (ARABICA) Coffee and high quality Vegetables Seed products.

(c) We will obey the Government's Rules & Regulations of concerning land.

(d) We will follow all disciplines regarding maintenance of environment set by the Environmental Control Act, and prepare the arrangements for Environment Impact Assessment (EIA), Social Impact Assessment (SIA), (if necessary).

(e) We will arrange Fire Protection.

(f) We will maintain Environmental Standards regarding by the Government Rules & Regulations and procedures.

(g) We will submit MIC Reports regularly and submit the accounts details to Company Circle Tax Office, and will deposit income tax regularly after tax exemption period.

(h) We will open the bank accounts at MFTB (or) MICB (or) private banks.

(i) We will import only brand new machinery and equipment.

Sincerely yours,

S.P. h~

Daw Khine Lin
Promoter
G A C (MYANMAR) LIMITED

Date: 11th October, 2016

To,

Chairman
Myanmar Investment Commission
Yangon, Myanmar.

Subject: : **Matter of undertaking regarding Corporate Social Responsibilities (CSR)**

We, "GAC (MYANMAR) LIMITED", will implement the Agribusiness on land area (46.86) acres at Block No.(131-H),Plot No.(689), Thetkan-Chai Village, Pyin Oo Lwin Township, in Mandalay Region for the farming of Coffee, Vegetables Seed by using modernized machinery and high technologies. And we will intend to export them.

We undertake that (2%) of net profit earned from our business will be contributed towards Corporate Social Responsibilities (CSR) especially for agricultural sector and development of famers.

Sincerely yours,

S.P.

Daw Khine Lin
Promoter
G A C (MYANMAR) LIMITED

GAC (MYANMAR) LIMITED
CSR Program

1 Technical Transfer seed production to Myanmar Farmers and State Agriculture Institute Students

2 (20) Students from (S . A . I) traning and study sent to Thailand and China. Also appointed permenent staff as Technician for seed production.

3 Donate to S A I lab equipments.

4 Donate road and tube well water for near villagers.

5 GAC's project of 2% for CSR Programs yearly

Date: 11th October, 2016

To,

Chairman
Myanmar Investment Commission
Yangon, Myanmar.

Subject: : **Fire Protection**

GAC (MYANMAR) LIMITED is established for farming of coffee and vegetables seed by investing in Myanmar under the Union of Myanmar Foreign Investment Law and Myanmar Companies Act, with a contribution of (Joint Venture) investment.

We, "GAC (MYANMAR) LIMITED", will comply fire Protection Plans as follow while we will do farming for high standard Coffee and good quality Vegetables Seed production.

(1) We will arrange to store enough water to be used for firefighting.
(2) We will arrange water pots, fire cards, hooks, sand bags, fire extinguishers and other firefighting equipment.
(3) We will impose the disciplines to prevent the fire and arrange strictly to follow by staff.
(4) We will train the staff as to how fire can be protected and the usage of firefighting equipment.
(5) We will prohibit smoking at the important place of farm.

Sincerely yours,

S.P.h

Daw Khine Lin
Promoter
G A C (MYANMAR) LIMITED

Date: 11th October, 2016

To,

Chairman
Myanmar Investment Commission
Yangon, Myanmar.

Subject: : **To protect for Environmental Impact**

We, "GAC (MYANMAR) LIMITED", will arrange the following subjects for the protection of environmental impact along the period of carrying out the agriculture business.

(a) Implementing systematically the agriculture business by modernized technology to be free from Environmental Impacts.

(b) Doing necessary arrangements to protect the damage of soil.

(c) Chucking waste and rubbish properly as per instructions of concern department.

(d) Preparation the Environmental Impact Assessment, Social Impact Assessment and arrangement for Environmental Impact according to the departments, if necessary, instruction of relevant.

Sincerely yours,

S. P. [signature]

Daw Khine Lin
Promoter
G A C (MYANMAR) LIMITED

GAC (MYANMAR) LIMITED

Room No.703, 7th Floor, Kandawgyi Tower, Tamwe Township, Yangon.

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

ရန်ကုန်မြို့။

နေ့စွဲ။ ။ ၂၀၁၆ ခုနှစ်၊ နိုဝင်ဘာလ (၉)ရက်။

အကြောင်းအရာ။ ။ <u>ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဦးစီးဌာန၊ ရင်းနှီးမြှုပ်နှံမှု ဌာနဆိုင်ရာ ပူးပေါင်းလုပ်ငန်းအဖွဲ့မှ သဘောထားမှတ်ချက်များနှင့်အညီ လိုက်နာဆောင်ရွက်မည့် အစီအစဉ်များ တင်ပြခြင်း</u>

ရည်ညွှန်းချက်။ ။ (၁) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ (၂၀-၁၀-၂၀၁၆) ရက်နေ့ ရက်စွဲပါ စာအမှတ်၊ မရက-၂/န-၁၃၆/၂၀၁၆(၇၈၀)။

(၂) ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဦးစီးဌာန၊ ရင်းနှီးမြှုပ်နှံမှု ဌာနဆိုင်ရာ ပူးပေါင်းလုပ်ငန်း အဖွဲ့၏ (၂၇-၁၀-၂၀၁၆) ရက်စွဲပါစာအမှတ်၊ ၀၀၁/ MIC(QSS)/ ၀၁(၂၃၇/၁၆)။

(၃) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ (၇-၁၁-၂၀၁၆) ရက်နေ့ ရက်စွဲပါ စာအမှတ် မရက-၂/န-၁၅၆/၂၀၁၆ (၈၂၇)။

အထက်ရည်ညွှန်းချက်ပါစာအများအရ ကျွန်မတို့ G A C Myanmar Limited အနေဖြင့် ပတ်ဝန်းကျင် ထိန်းသိမ်းရေးဦးစီးဌာန၊ ရင်းနှီးမြှုပ်နှံမှု ဌာနဆိုင်ရာ ပူးပေါင်းလုပ်ငန်းအဖွဲ့မှ သဘောတူထားမှတ်ချက်များနှင့် အညီလိုက်နာ ဆောင်ရွက်မည့် အစီအစဉ်များကို အောက်ဖော်ပြပါအတိုင်းတင်ပြအပ်ပါသည်

(က) G A C Myanmar Limited အမည်ဖြင့် အဆိုပြုတင်ပြထားသော အာရေဗီကား ကော်ဖီစေ့နှင့်ဟင်းသီး ဟင်းရွက် မျိုးစေ့များ စိုက်ပျိုးလုတ်လုပ် ရောင်းချခြင်းလုပ်ငန်းများကြောင့် ဖြစ်ပေါ်လာနိုင်သည့် ပတ်ဝန်းကျင်၊ လူမှုရေးနှင့် ကျန်းမာရေး ထိခိုက်ပျက်စီးမှုများကို လျော့နည်းစေရန်အတွက် လုပ်ငန်း ဆိုင်ရာ အချက်အလက်များကို ပြည့်စုံစွာဖော်ပြပြီး လုပ်ငန်းဆောင်ရွက်ရာတွင် ပတ်ဝန်းကျင်ထိခိုက်မှု အနည်းဆုံးဖြစ်စေမည့် နည်းစနစ်များ အသုံးပြုပါမည်။ အဆိုပြုလွှာတွင် ဖော်ပြထားသည့် လူမှုရေးဆိုင်ရာ အကျိုးပြုလုပ်ငန်းများ တာဝန်ခံ ဆောင်ရွက်မှု (Corporate Social Responsibility-CSR) အတွက် အသားတင်အမြတ်ငွေ၏ (၂)%ကို အသုံးပြုခြင်းအပါအဝင် ကတိဝတ်များအား လိုက်နာအကောင်အထည်ဖော်ဆောင်ရွက်ပါမည်။

(ခ) အဆိုပြုလုပ်ငန်းများကြောင့် ပတ်ဝန်းကျင်နှင့် လူမှုရေး ထိခိုက်မှုမဖြစ်ပေါ်စေရေး (သို့) ထိခိုက်မှု အနည်းဆုံး ဖြစ်စေသည့် လုပ်ငန်းဆောင်ရွက်မည့် အစီအစဉ် စွန့်ပစ်ပစ္စည်း၊ စွန့်ပစ်အရည်၊ စီမံခန့်ခွဲမှုအစီအစဉ်၊ စောင့်ကြပ်ကြည့်ရှု စစ်ဆေးမည့် အစီအစဉ်၊ ပတ်ဝန်းကျင် ထိခိုက်မှု လျော့ပါး စေရေးအတွက် ဆောင်ရွက်မည့် လုပ်ငန်းများအတွက် သုံးစွဲမည့် ရန်ပုံငွေ စသည်တို့ပါဝင်သည့် ပတ်ဝန်းကျင် စီမံခန့်ခွဲမှု အစီအစဉ် (Environmental Management Plan-EMP) ကို ပတ်ဝန်း ကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းဆိုင်ရာ လုပ်ထုံးလုပ်နည်းပါ အချက်အလက်များနှင့် အညီ အစီရင်ခံစာအား ရေးသားတင်ပြရန်အတွက် __ARDC______________ Co., Ltd. သို့လုပ်ငန်းအပ်နှံပြီး ဆောင်ရွက်ထားပါသည်။ အစီရင်ခံစာကို ရရှိပါက ဆက်လက်တင်ပြ၍ အစီရင်ခံစာပါအတိုင်း အကောင်အထည်ဖော် ဆောင်ရွက်သွားပါမည်။

GAC (MYANMAR) LIMITED

Room No.703, 7th Floor, Kandawgyi Tower, Tamwe Township, Yangon.

(ဂ) ပြဋ္ဌာန်းထားသည့် ပတ်ဝန်းကျင်ထိန်းသိမ်းရေး ဥပဒေ၊ နည်းဥပဒေ၊ လုပ်ထုံးလုပ်နည်းများ အမျိုးသား ပတ်ဝန်းကျင်ဆိုင်ရာ အရည်အသွေး (ထုတ်လွှတ်မှု) လမ်းညွှန်ချက်များနှင့် အညီ လိုက်နာဆောင် ရွက်ပါမည်။

၂။ ပတ်ဝန်းကျင် စီမံခန့်ခွဲမှု အစီအစဉ် (Environmental Management Plan-EMP) ကို ရေးဆွဲတင်ပြရန် အတွက် Agribusiness and Rural Development Consultant Co., Ltd. သို့ လုပ်ငန်းအပ်နှံထားပါကြောင်း စာကိုလည်း ပူးတွဲ၍တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

ဒေါ်ခိုင်လင်း (ခ) စန္ဒီပီရမေဒီခိုင်

မန်နေဂျင်းဒါရိုက်တာ

G A C Myanmar Limited

Agribusiness and Rural Development Consultants

Agribusiness and Rural Development Consultants

သို့

Managing Director

GAC (Myanmar) LIMITED

စာအမှတ်။ ။ ARDC/ P.00/ 2017 (012)

ရက်စွဲ။ ။ ၂၀၁၇ ခုနှစ်၊ မတ်လ (၂၈)ရက်

အကြောင်းအရာ။ ။ Environmental/ Social Impact Assessment လုပ်ငန်းအပ်နှံခြင်း။

၁။ လူကြီးမင်း၏ GAC (Myanmar) LIMITED တည်ထောင်ပြီး နိုင်ငံခြားရင်းနှီးမြုပ်နှံမှုဥပဒေအရ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြုပ်နှံမှုဖြင့် မန္တလေးတိုင်း၊ ပြင်ဦးလွင်မြို့နယ်၊ သတ္တန့်ချိုင်းကျေးရွာရှိ စုစုပေါင်းဧက (၄၆.၈၆) ပေါ်တွင် ကော်ဖီစိုက်ပျိုးရေးနှင့် ဟင်းသီးဟင်းရွက်မျိုးစေ့ ထုတ်လုပ်ခြင်း လုပ်ကိုင်မည်ဖြစ်ကြောင်း သိရှိရပါသည်။

၂။ အထက်ပါ လုပ်ငန်းများကြောင့် ပတ်ဝန်းကျင်နှင့်လူမှုရေး ထိခိုက်မှုဖြစ်ပေါ်လာနိုင်မှုရှိ မရှိ အား ဆန်းစစ်မှု (Environmental/ Social Impact Assessment) လုပ်ငန်းအား လက်ခံ ဆောင်ရွက် ပေးမည်ဖြစ်ပါကြောင်း ပြန်ကြားအပ်ပါသည်။

(ကျော်လှမင်း)

Executive Officer

Agribusiness and Rural Development Consultants

Main Office: # 502, 5th fl, FMI Center, No.380, Bogyoke Aung San Road, Pabedan Township, Yangon, Myanmar.
Tel : (95-1)240363, 240373, (Ext : 1502) Fax : (95-1)246882, 246883
Branch Office: # 703, 7th fl, Kandawgyi Tower, No.4/6 Kyaikkasan Road, Tamwe Township, Yangon, Myanmar.
Tel: +951-551572, 557860

G A C (MYANMAR) LIMITED

Plans for Coffee Cultivation

<u>(40) Acre/ (30) Years Project Plan</u>

Year	Validity(Month)	Farming Plan
1st Year	February March April	Land clearing, preparation and Coffee and shade tree nurseries plantation
1st Year	April May	Land levelling, Ploughing, Trenching for Land/ Line and digging pits for Coffee and shade tree plantation
1st Year	May	Filling compost and cow dung into the pits
1st Year	May June	Transplanting Coffee Plants and shade tree seedling from nurseries to the field
1st Year	May,June August to December	Field Weeding, Circle Weeding of coffee plants and fertilization
1st Year	November, December	Covering the frost for Heating
1stYear	January and November	Pesticide and compost application
1stYear	March to June	Establishing water supply system
2st Year and 3rd Year		Water supply/ support, Manuring, Weeding, Plucking off 1st Coffee Beans, maintaining the farm road, irrigation and drainage systems maintenance of machinery and equipments.
4th Year	January and February	Picking, Drying, Hulling
After (20) years, Yield of Coffee Beam(Crop) gradually decrease less, but harvesting continues up to (30) years		

"G A C (MYANMAR) LIMITED"

Seed Production Plan (Yearly)

1. To produce seed twice per year. One time takes for (4) months (June to September and October to January)
2. To produce the variety of vegetables seed such as tomato, gourds, chili, cucumber, etc., once or twice a year, upon market demand.
3. To produce the seeds at Net House of G A C Farm, on the (15) acres.
4. To produce vegetables seed about (10,000) kg. per year normally.
5. To cultivate at ground in first month and pollinate at the time of blooming and then get the seeds at the final month.
6. To export the vegetables seed to the parent seed provider Company.

GAC (MYANMAR) LIMITED
Seed Import Plan for Seed Production
(Yearly)

1 Parental Seed get from Register Company free of change.They not safe all are register by own companies.

2 Import vegetable parental seed to Myanmar by courier services. Parental seed yearly requirement are state as below.

(a) Coffee seed local for (30) year

(b)

Vegetable seeds	(Import by Courier)	Production (Yr)
Chilli	7.2kg	2500 kg
Better Grounf	2.1kg	2000 kg
Tomato	5kg	2500 kg
Cucumber	1kg	1500 kg
Okra	2kg	1500 kg

3 Import to Myanmar procedure are

(a) First we apply Import Certificate - IC) to (P P) Division (Depart of Agriculture) Plant Protection

(b) Get Import Certificate - IC, apply Import permit from Ministry of Conference

(c) Import Myanmar by Courier service

"ဂျီ အေ စီ (မြန်မာ) လီမိတက်"

G A C (MYANMAR) LIMITED

<u>စိုက်ပျိုးမည့်ပစ္စည်းများ၏ ဓါတ်ပုံများ</u>



Tomato



Cucumber

"ဂျီ အေ စီ (မြန်မာ) လီမိတက်"

G A C (MYANMAR) LIMITED

စိုက်ပျိုးမည့်ပစ္စည်းများ၏ ဓါတ်ပုံများ



Chili



"ဂျီ အေ စီ (မြန်မာ) လီမိတက်"

G A C (MYANMAR) LIMITED

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Bitter gourd



Annex – 1

"G A C (MYANMAR) LIMITED"

LIST OF SHAREHOLDERS AND DIRECTORS

LIST OF SHAREHOLDERS

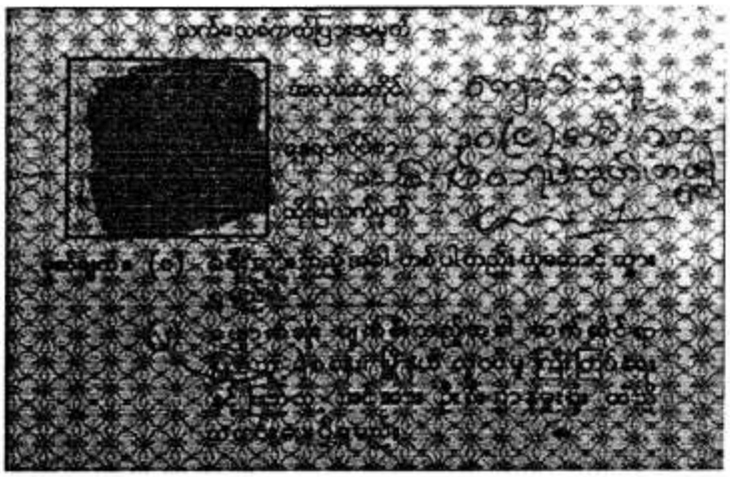
Sr. No.	Name & Address	Share Ratio
1.	**Daw Khine Lin** 12/Ka Ma Ya (Naing) 044506 No.(24), May Li Kha Street, Ward No.(7), Mayangone Township, Yangon.	10
2.	**Mr. Berry Chang** P.P.No. TWN 309875591 No.(30), (207), Sukhumvit Soi 39, Sukhumvit Road, Kiongtannua, Bangkok 10110.	80
3.	**Daw Ohnmar Hein** 12/La Ma Ta (Naing) 015776 No.(53/55), Lanmadaw Street, Ward No.(7), Lanmadaw Township, Yanon.	10

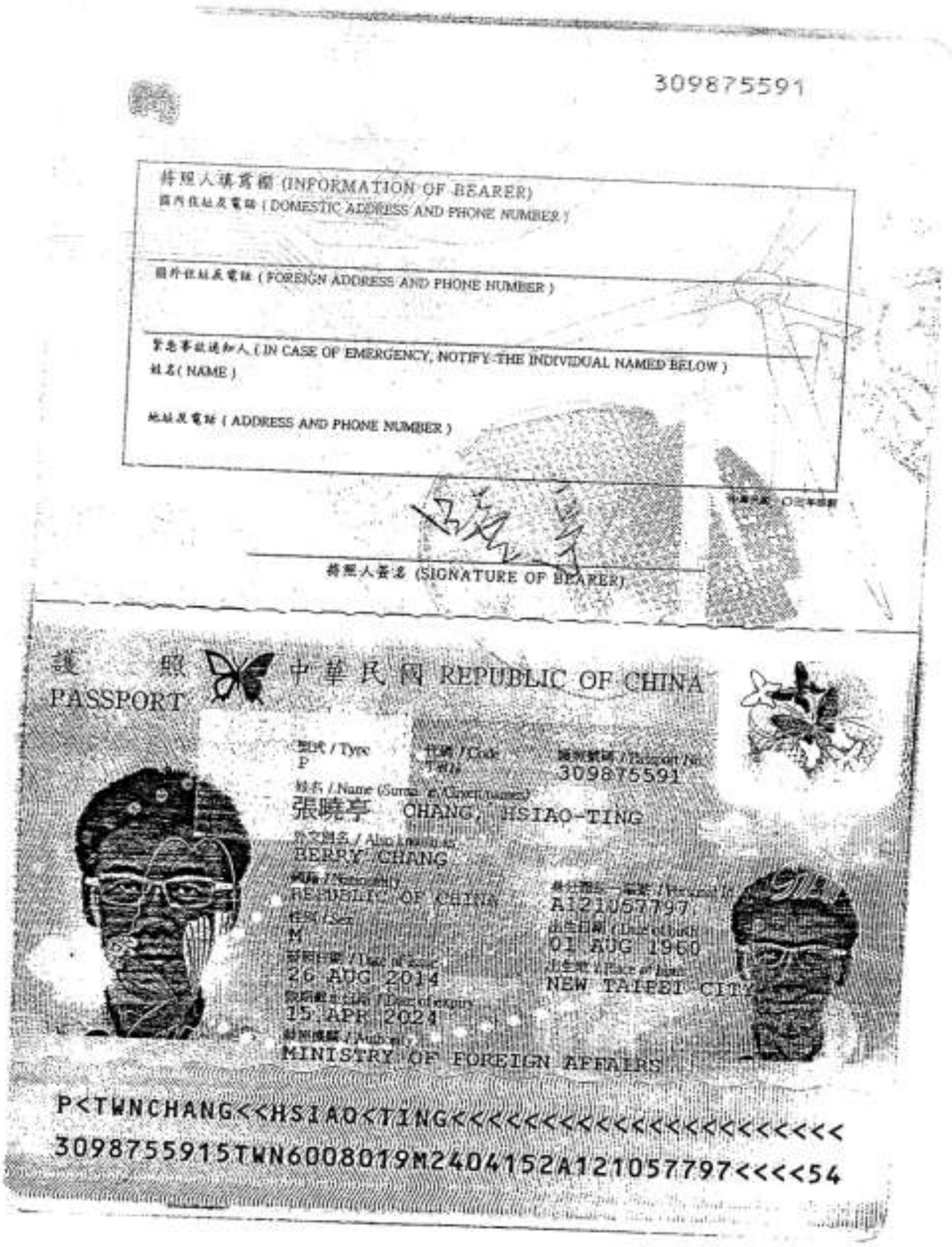
LIST OF DIRECTORS

Sr.	Name	P.P.No.	Address	Nationality	Position
1.	**Daw Khine Lin**	12/Ka Ma Ya (Naing) 044506	No.(24), May Li Kha Street, Ward No.(7), Mayangone Towhship, Yangon.	Myanmar	Director
2.	**Mr. Berry Chang**	TWN 309875591	No.(30), (207), Sukhumvit Soi 39, Sukhumvit Road, Kiongtannua, Bangkok 10110.	Thai	Director
3.	**Daw Ohnmar Hein**	12/La Ma Ta (Naing) 015776	No.(53/55), Lanmadaw Street, Ward No.(7), Lanmadaw Township, Yanon.	Myanmar	Director



နိုင်ငံသား စိစစ်ရေး ကတ်ပြား





309875591

持照人填寫欄 (INFORMATION OF BEARER)

國內住址及電話 (DOMESTIC ADDRESS AND PHONE NUMBER)

國外住址及電話 (FOREIGN ADDRESS AND PHONE NUMBER)

緊急事故通知人 (IN CASE OF EMERGENCY, NOTIFY THE INDIVIDUAL NAMED BELOW)

姓名 (NAME)

地址及電話 (ADDRESS AND PHONE NUMBER)

持照人簽名 (SIGNATURE OF BEARER)

護 照 中華民國 REPUBLIC OF CHINA

PASSPORT

型式 / Type P | 代碼 / Code TWN | 護照號碼 / Passport No. 309875591

姓名 / Name (Surname, Given names)

張曉亭 CHANG, HSIAO-TING

外文別名 / Also known as

BERRY CHANG

國籍 / Nationality

REPUBLIC OF CHINA

身分證統一編號 / Personal Id. No.

A121057797

性別 / Sex

M

出生日期 / Date of birth

01 AUG 1960

發照日期 / Date of issue

26 AUG 2014

出生地 / Place of birth

NEW TAIPEI CITY

效期截止日期 / Date of expiry

15 APR 2024

發照機關 / Authority

MINISTRY OF FOREIGN AFFAIRS

P<TWNCHANG<<HSIAO<TING<<<<<<<<<<<<<<<<<<<<<<<<

3098755915TWN6008019M2404152A121057797<<<<54


နိုင်ငံသား စိစစ်ရေး ကတ်ပြား



Annex - 2

G A C (MYANMAR) LIMITED

Investment Plan

Sr No.	Particular	Equity							
		In Cash			In Kind			Total	
		Kyats	US$	Converted Kyats	Kyats	US$	Converted Kyats	Converted Kyats	US$
1	Land Leased	-	4,000	4,800,000	-	-	-	4,800,000	4,000
2	Motor Vehicle	-	-	-	-	103,300	123,960,000	123,960,000	103,300
3	Irrigation System	-	-	-	-	20,100	24,120,000	24,120,000	20,100
4	Green House	-	-	-	-	75,600	90,720,000	90,720,000	75,600
5	Cash/ Working Capital	235,200,000	601,000	956,400,000	-	-	-	956,400,000	797,000
	Total	**235,200,000**	**605,000**	**961,200,000**	-	**199,000**	**238,800,000**	**1,200,000,000**	**1,000,000**

Note : Exchange Rate 1 US$ = 1,200 Kyats

Annex - 3

G A C (MYANMAR) LIMITED

Fixed Assets List / Capital In Kind

No	Type Specification	Amount (US$)	Total Amount (Kyats)
1	Motor Vehicle (Annex - 4)	103,300.00	123,960,000.00
2	Irrigation System (Annex - 4)	20,100.00	24,120,000.00
3	Green House (Annex - 4)	75,600.00	90,720,000.00
	Total Amount	**199,000.00**	**238,800,000.00**

Note : Exchange Rate 1 US$ = 1,200 Kyats

Annex-4

G A C (MYANMAR) LIMITED
Motor Vehicle List to be imported

Sr No	Description	A/U	Qty	Unit Price (US$)	Amount (US$)
1	New Holland Tractor (Brand New) TT75(4x4)75HP	Nos	2	17,000	34,000
2	New Holland 5 Ton 2 Wheel Trailer Tipping	Nos	1	1,800	1,800
3	New Holland Back Hoe	Nos	1	7,500	7,500
4	Pick-up Truck (1800cc) Car Toyota Hilux V160	Set	2	30,000	60,000
	Total				**103,300**

Irrigation System to be imported

Sr No	Description	A/U	Qty	Unit Price (US$)	Amount (US$)
1	Irrigation System	Nos	3	6,700	20,100
	Total				**20,100**

Green Hose to be imported

Sr No	Description	A/U	Qty	Unit Price (US$)	Amount (US$)
1	Green House	Nos	7	10,800	75,600
	Total				**75,600**

Annex-4-1

G A C (MYANMAR) LIMITED
Irrigation System to be imported

No.	Decription	Unit	QTY
1	**Irrigation System**		
	Included		
	1 Head Control		H=59m Q=8.5m³/hr
	1.01 "Tesla" Submersible Pump	Unit	1
	Modle : F14-12 3hp 380V. 50Hz. (Bore 4")		
	1.02 Automat Screen Filter : AQ-1245TS 130 micron	Unit	1
	1.03 "TEFEN" Fertilizer inject ; Mix Rite 2504	Unit	1
	1.04 Ball Valve	Unit	1
	1.05 Ball Valve	Unit	2
	1.06 Ball Valve Service	Unit	1
	1.07 Air Valve A.R.I. : SG-10P	Unit	1
	1.08 Swing Check Valve	Unit	1
	1.09 Pressure Gauge 10 Bar	Unit	2
	1.10 Flow Switch	Unit	1
	1.11 Water Meter	Unit	1
	1.12 Gate Valve	Unit	1
	1.13 Control Panel for Pump 3 Phase	Set	1
	1.14 PVC Pipe 4 m./pcs. (Glue)	Pcs	2
	1.15 PVC Pipe 4 m./pcs. (Glue)	Pcs	1
	1.16 Accessories for Head Control	Set	1
	2 Secondary Head Control		
	2.01 Pressure Regulator Sprimg C Black	Unit	2
	2.02 Ball Valve	Unit	2
	2.03 Air Valve A.R.I. : AV-010	Unit	1
	2.04 Air Valve A.R.I. : AV-010	Unit	2
	2.05 PVC Pipe 4m./pcs(Glue)	Pcs	2
	2.06 Accessories for Secondary Head Control	Set	1
	3 Pipe Systems		
	3.01 PVC Pipe 4m./pcs. (Glue)	Pcs	31
	3.02 PVC Pipe 4m./pcs. (Glue)	Pcs	1
	3.03 PVC Pipe 4m./pcs. (Glue)	Pcs	29
	3.04 Ball Valve PVC	Unit	2
	3.05 Accessories for Pipe Systems	Set	1
	4 Drip and Lateral Line system		
	4.01 "METZERPLAS" Drip line ; lin 16 mm.	m	3000
	spc 0.30m., 10mil		
	4.02 LDPE Pipe	m	200
	4.03 Head Connector PVC to PE + Gasket	m	80
	4.04 Connector PE to Drip Line	m	80
	4.05 End Line Drip	m	80
	4.06 Accessories for Drip and lateral system	Set	1
	4 Sprinkler and Lateral Line system		
	5.01 Micro sprinkler NAANDANJAIN "Aquasmart 2002",	Set	80
	Brown Nozzle, Black swlvels+spike 57 cm+Micro tube 4/7		
	4.02 Value male threaded indented for PE	m	10
	4.03 LDPE Pipe	m	200
	4.04 Head Connector PVC to PE + Gasket	m	80
	4.05 Female Coupling PE	Unit	10
	4.06 Accessories for Sprinkler and Lateral system	Set	1
	TOTAL CIF, YANGON MYANMAR (USD)		

Annex-4-2

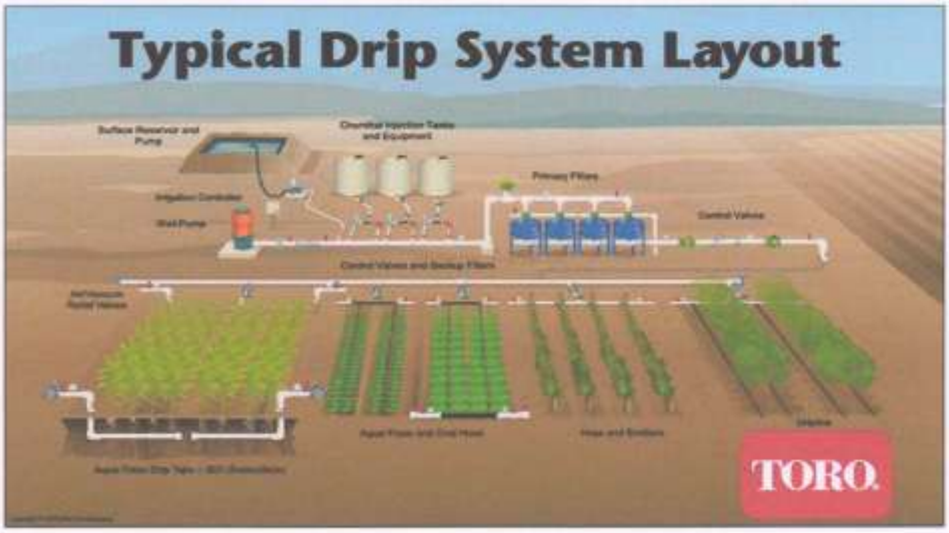
G A C (MYANMAR) LIMITED
Green house to be imported

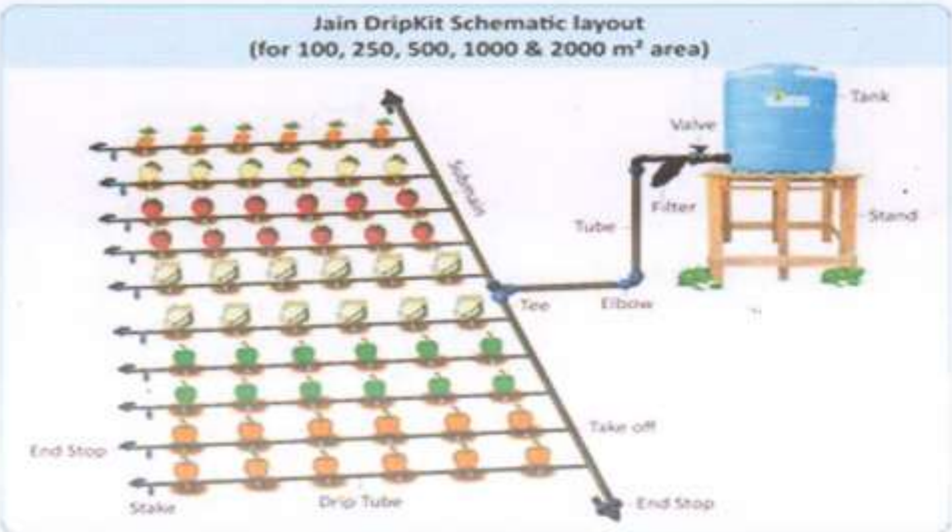
No.	Description	Quantity	Unit
1	**GREENHOUSE area 300 sq.m.** **WIDTH:** 10m **LENGTH:** 30m **ROOf:** Plastic Sheet UVA Diffused 200 micron **SIDE:** Net 32 mesh **DOOR:** Slide Door	300	sq.m

Irrigation System

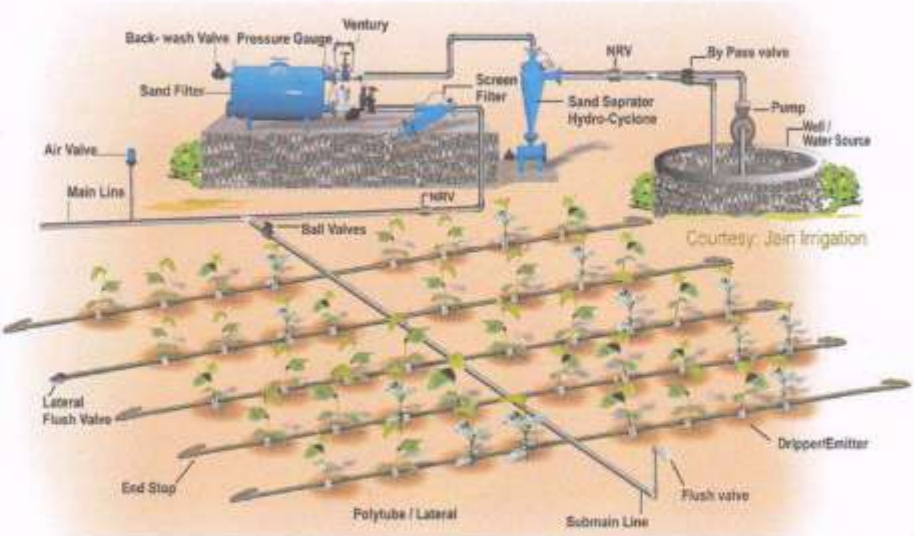
အပင်များအား Drip စနစ်ဖြင့် ရေပေးရန်အတွက် လိုအပ်သော ပိုက်နှင့် ဆက်စပ်ပစ္စည်းများ၊ Pressure Pump နှင့် အချိန်မှတ်စက်များ တပ်ဆင်ရန်ပစ္စည်းများ ပါဝင်သည့် စနစ်ဖြစ်ပါသည်။

Drip System



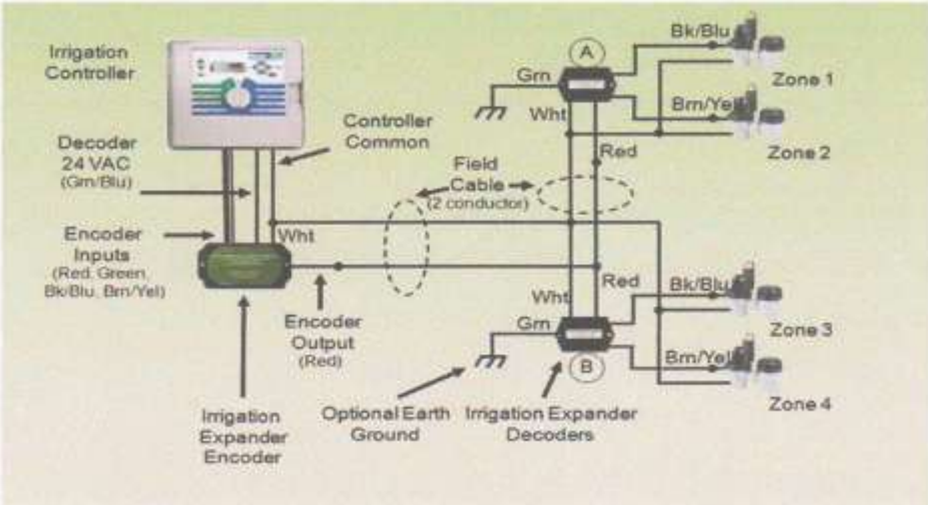


Drip System


Ventury
Back- wash Valve
Pressure Gauge
Sand Filter
Screen Filter
Sand Seprator Hydro-Cyclone
NRV
By Pass valve
Pump
Well / Water Source
Air Valve
Main Line
NRV
Ball Valves
Courtesy: Jain Irrigation
Lateral Flush Valve
Dripper/Emitter
End Stop
Flush valve
Polytube / Lateral
Submain Line



Drip System


Irrigation Controller
Decoder 24 VAC (Grn/Blu)
Encoder Inputs (Red, Green, Bk/Blu, Brn/Yel)
Controller Common
Field Cable (2 conductor)
Wht
Encoder Output (Red)
Irrigation Expander Encoder
Optional Earth Ground
Irrigation Expander Decoders
Grn
Wht
Red
A
B
Bk/Blu
Brn/Yel
Zone 1
Zone 2
Zone 3
Zone 4



Green House

ပလတ်စတစ်ရောင်စုံအလိပ်များဖြင့် (30' × 100') (သို့မဟုတ်) လိုအပ်သော အရွယ်အစားအလိုက် သတ္တုဘောင်များဖြင့် ပြုလုပ်ထားပြီး၊ လေဒဏ်၊ မိုးဒဏ်၊ နှင်းဒဏ် နှင့် ရာသီဥတုဒဏ်များကို ခံနိုင်ရန်အတွက်နှင့် အပူချိန်ထိန်းညှိပေးနိုင်ရန် ပြုလုပ်ထားသောအရာ ဖြစ်ပါသည်။

Greenhouse





Import လုပ်ရခြင်းအကြောင်းရင်း

(၁) ပြည်တွင်းရှိ ပစ္စည်းများထက် Quality ပိုကောင်း၍ နှစ်ရှည် ရာသီဥတုဒါဏ်ကို ခံနိုင်ခြင်း၊

(၂) လိုအပ်သော အရွယ်အစားကို ရရှိနိုင်ခြင်း၊

(၃) စျေးသက်သာခြင်း၊ ပြည်တွင်း၌ မရှိဘဲ Order မှာမှ Import လုပ်ပေးခြင်း။

Greenhouse




Green House
Transparent roof
Transparent wall
The greenhouse analogy refers to the fact that greenhouse gases function much like the glass panels that trap heat inside the greenhouse.

Greenhouse





Annex-5

G A C (MYANMAR) LIMITED
Depreciation Schedule

Sr. No.	Particular	Rate	Year 1 to 10		
			US$	Kyats	Depreciation (Kyats)
I.	Capital in Kind				
1	Motor Vehicle	10%	103,300	123,960,000	12,396,000
2	Irrigation System	10%	20,100	24,120,000	2,412,000
3	Green House	10%	75,600	90,720,000	9,072,000
	Total		**199,000**	**238,800,000**	**23,880,000**

(Note: Exchange Rate 1 US$ = 1,200 Kyats)

Annex-6

G A C (MYANMAR) LIMITED
List of Local personal

Sr. No	Position	Year -1			Year -2			Year -3		
		No. of Employee	Monthly (Kyats)	For the Year (Kyats)	No. of Employee	Monthly (Kyats)	For the Year (Kyats)	No. of Employee	Monthly (Kyats)	For the Year (Kyats)
1	Estate Manager	1	500,000	6,000,000	1	515,000	6,180,000	1	530,000	6,360,000
2	Admin & Account Staff	1	200,000	2,400,000	1	206,000	2,472,000	1	212,000	2,544,000
3	Account Assistant	1	150,000	1,800,000	1	154,500	1,854,000	1	159,000	1,908,000
4	Store Keeper	1	120,000	1,440,000	1	123,600	1,483,000	1	127,300	1,527,600
5	Driver	2	120,000	2,880,000	2	123,600	2,966,000	2	127,300	3,055,200
6	Security	2	120,000	2,880,000	2	123,600	2,966,000	2	127,300	3,055,200
7	Block Supervisor	2	250,000	6,000,000	2	257,500	6,180,000	2	265,200	6,364,800
8	Block Assistant	1	150,000	1,800,000	1	154,500	1,854,000	1	159,000	1,908,000
9	Permanent Labour	7	120,000	10,080,000	7	123,600	10,382,000	7	127,300	10,693,200
	Total	**18**		**35,280,000**	**18**		**36,337,000**	**18**		**37,416,000**

Sr. No	Position	Year - 4			Year - 5			Year - 6 to 30		
		No. of Employee	Monthly (Kyats)	For the Year (Kyats)	No. of Employee	Monthly (Kyats)	For the Year (Kyats)	No. of Employee	Monthly (Kyats)	For the Year (Kyats)
1	Estate Manager	1	546,000	6,552,000	1	562,500	6,750,000	1	579,500	6,954,000
2	Admin & Account Staff	1	218,500	2,622,000	1	225,000	2,700,000	1	232,000	2,784,000
3	Account Assistant	2	163,800	3,931,200	2	168,700	4,048,800	2	174,000	4,176,000
4	Store Keeper	2	131,000	3,144,000	2	135,000	3,240,000	2	139,000	3,336,000
5	Driver	2	131,000	3,144,000	2	135,000	3,240,000	2	139,000	3,336,000
6	Security	3	131,000	4,716,000	3	135,000	4,860,000	3	139,000	5,004,000
7	Block Supervisor	3	273,000	9,828,000	3	281,000	10,116,000	3	289,500	10,422,000
8	Block Assistant	2	163,800	3,931,200	2	168,700	4,048,800	2	173,700	4,168,800
9	Permanent Labour	9	131,000	14,148,000	10	135,000	16,200,000	10	139,000	16,680,000
	Total	**25**		**52,016,400**	**26**		**55,203,600**	**26**		**56,860,800**

Annex - 7-1

G A C (MYANMAR) LIMITED
Coffee Operating Cost - Detail List

SR. No.	Description	Year - 1			
		Cultivation Cost (1 Acre)			
		Unit	Number	Rate	Amount (Kyats)
(A)	Raw Material				
1	Nursey Plant (Coffee)	Plant	1,360	200.00	272,000.00
	Total Raw Material Cost				**272,000.00**
(B)	Labour Cost				
1	Land Clearing	Acre	1	150,000.00	150,000.00
2	Ploughing & Harrowing	Ac x Time	2	32,000.00	64,000.00
3	Marking of Coffee Shaded Plants	Place	1,700	15.00	25,500.00
4	Hole of Coffee Shaded Plant	Hole	1,700	200.00	340,000.00
5	Hole, Cover of Soil with Cow dung	Hole	1,700	100.00	170,000.00
6	Cultivation of coffee plant	Plant	1,360	50.00	68,000.00
7	Cultivation of shaded plant	Plant	340	50.00	17,000.00
8	Weeding	Plant x time	4	20,000.00	80,000.00
9	Weeding (under plant base)	Plant x time	2,720	25.00	68,000.00
10	Shelters	Shade	1,360	125.00	170,000.00
11	Spaying/Fertilizer Application	Plant x time	2,720	5.00	13,600.00
12	Irrigation/Watering	Plant x month x time	8,160	10.00	81,600.00
13	Organic/Fertilizer Application	Plant x time	2,720	25.00	68,000.00
14	Fire Barrier	Acre	1	20,000.00	20,000.00
	Total Labour Cost				**1,335,700.00**
(C)	Material Cost				
1	Cow Dung	Hole	6.5	60,000.00	390,000.00
2	Urea	Bag	1	20,000.00	20,000.00
3	T-Super	Bag	0.50	28,000.00	14,000.00
4	Organic Fertilizer	Bag	3	32,000.00	96,000.00
5	Marking Sticks	Plant x stick	5,250	15.00	78,750.00
6	Nursey Plant (Shaded Plant)	Plant	345	250.00	86,250.00
7	Diesel (For irrigation)	Time x Month x Galon	9	4,000.00	36,000.00
	Total Material Cost				**721,000.00**
(D)	Other Over Head Cost	time	1	258,900.00	258,900.00
	Total Operating Cost				**2,587,600.00**

Note - Above cultivation costs were estimated with labour cost, material cost, fuel cost and other.

Annex - 7-2

G A C (MYANMAR) LIMITED
Operating Cost - Detail List

SR. No.	Description	Year - 2			
		Cultivation Cost (1 Acre)			
		Unit	Number	Rate	Amount (Kyats)
(A)	Labour Cost				
1	Weeding	Plant x time	4	20,000.00	80,000.00
2	Weeding (under plant base)	Plant x time	3,400	15.00	51,000.00
3	Spaying/Fertilizer Application	Plant x time	3,400	10.00	34,000.00
4	Irrigation/Watering (1 Plant = 2 gal)	Plant x month x time	15,300	10.00	153,000.00
5	Shelters (Making)	Shade	1,360	125.00	170,000.00
6	Shelters (Destroyed)	Shade	1,360	15.00	20,400.00
7	Re-Planting (Coffee)	Plant	340	35.00	11,900.00
8	Fire Barrier	Acre	1	20,000.00	20,000.00
9	Organic/Fertilizer Application	Plant x time	4,080	10.00	40,800.00
	Total Labour Cost				**581,100.00**
(B)	Material Cost				
1	Urea (50 kg)	Bag	2	20,000.00	40,000.00
2	T-Super (50 kg)	Bag	1	28,000.00	28,000.00
3	Potash (50 kg)	Bag	2	34,000.00	68,000.00
4	Organic Fertilizer	Bag	3	32,000.00	96,000.00
5	Pesticide	Liter	1	20,000.00	20,000.00
6	Fungicide	Liter	1	30,000.00	30,000.00
7	Foilar	Kilo	2	10,000.00	20,000.00
8	Diesel (For irrigation)	Time x Month x Galon	36	4,000.00	144,000.00
9	Nursey Coffee Plant (Re-Planting)	Plant	358	150.00	53,700.00
	Total Material Cost				**499,700.00**
(C)	Other Over Head Cost	time	1	120,000.00	120,000.00
	Total Operating Cost				**1,200,800.00**

Note - Above cultivation costs were estimated with labour cost, material cost, fuel cost and other.

Annex - 7-3

G A C (MYANMAR) LIMITED
Operating Cost - Detail List

SR. No.	Description	Year - 3			
		Cultivation Cost (1 Acre)			
		Unit	Number	Rate	Amount (Kyats)
(B)	Labour Cost				
1	Weeding	Plant x time	4	20,000.00	80,000.00
2	Weeding (under plant base)	Plant x time	3,400	15.00	51,000.00
3	Organic/Fertilizer Application	Plant x time	3,400	20.00	68,000.00
4	Shelters (Destroyed)	Shade	1,360	10.00	13,600.00
5	Foliar application (including	Plant x time	4,080	5.00	20,400.00
6	De-fruiting	Plant	1,360	10.00	13,600.00
7	De-flowering	Plant	1,360	5.00	6,800.00
8	Re-Planting (Coffee)	Plant	85	30.00	2,550.00
9	Fire Barrier	Acre	1	20,000.00	20,000.00
	Total Labour Cost				**275,950.00**
(B)	Material Cost				
1	Urea (50 kg)	Bag	2	20,000.00	40,000.00
2	Potash (50 kg)	Bag	2	34,000.00	68,000.00
3	Organic Fertilizer	Bag	3	32,000.00	96,000.00
4	Pesticide	Liter	1	20,000.00	20,000.00
5	Fungicide	Liter	1	30,000.00	30,000.00
6	Foilar	Kilo	2	10,000.00	20,000.00
7	Nursey Coffee Plant (Re-Planting)	Plant	85	150.00	12,750.00
	Total Material Cost				**286,750.00**
(C)	Other Over Head Cost	time	1	63,750.00	63,750.00
	Total Operating Cost				**626,450.00**

Note - Above cultivation costs were estimated with labour cost, material cost, fuel cost and other.

Annex - 7-4

G A C (MYANMAR) LIMITED
Operating Cost - Detail List

SR. No.	Description	Year - 4			
		Cultivation Cost (1 Acre)			
		Unit	Number	Rate	Amount (Kyats)
(B)	Labour Cost				
1	Weeding	Plant x time	3	20,000.00	60,000.00
2	Weeding (under plant base)	Plant x time	3,400	25.00	85,000.00
3	Organic/Fertilizer Application	Plant x time	3,400	20.00	68,000.00
4	Foliar application (including pesticide, fungicide)	Plant x time	1,360	5.00	6,800.00
5	De-flowering	Plant	1,360	10.00	13,600.00
6	Harveting	Plant	530	75.00	39,750.00
7	Fire Barrier	Acre	1	20,000.00	20,000.00
	Total Labour Cost				**293,150.00**
(B)	Material Cost				
1	Urea (50 kg)	Bag	2	20,000.00	40,000.00
2	Potash (50 kg)	Bag	2	34,000.00	68,000.00
3	Organic Fertilizer	Bag	3	32,000.00	96,000.00
4	Pesticide	Liter	1	20,000.00	20,000.00
5	Fungicide	Liter	1	30,000.00	30,000.00
6	Foilar	Kilo	2	10,000.00	20,000.00
7	Storage in Bags	Plant	150	200.00	30,000.00
	Total Material Cost				**304,000.00**
(C)	Other Over Head Cost	time	1	62,250.00	62,250.00
	Total Operating Cost				**659,400.00**

Note - Above cultivation costs were estimated with labour cost, material cost, fuel cost and other.

Annex - 7-5

G A C (MYANMAR) LIMITED
Operating Cost - Detail List

SR. No.	Description	Year - 5 to 30			
		Cultivation Cost (1 Acre)			
		Unit	Number	Rate	Amount (Kyats)
(B)	Labour Cost				
1	Weeding	Plant x time	3	20,000.00	60,000.00
2	Weeding (under plant base)	Plant x time	3,400	20.00	68,000.00
3	Organic/Fertilizer Application	Plant x time	3,400	15.00	51,000.00
4	Foliar application (including pesticide, fungicide)	Plant x time	1,360	10.00	13,600.00
5	De-flowering	Plant	1,360	15.00	20,400.00
6	Harveting	Plant	850	100.00	85,000.00
7	Fire Barrier	Acre	1	20,000.00	20,000.00
	Total Labour Cost				**318,000.00**
(B)	Material Cost				
1	Urea (50 kg)	Bag	2	20,000.00	40,000.00
2	Potash (50 kg)	Bag	2	34,000.00	68,000.00
3	Organic Fertilizer	Bag	3	32,000.00	96,000.00
4	Pesticide	Liter	1	20,000.00	20,000.00
5	Fungicide	Liter	1	30,000.00	30,000.00
6	Foilar	Kilo	2	10,000.00	20,000.00
7	Storage in Bags	Plant	250	200.00	50,000.00
	Total Material Cost				**324,000.00**
(C)	Other Over Head Cost	time	1	67,400.00	67,400.00
	Total Operating Cost				709,400.00

Note - Above cultivation costs were estimated with labour cost, material cost, fuel cost and other.

Annex - 8

G A C (MYANMAR) LIMITED
Processing Cost - Detail List

Year	Cherry Bean Production (Viss)	Drying Rate	Drying Cost (Kyats)	Hulling Rate	Hulling Cost (Kyats)	Total Cost (Kyats)
			(A)		(B)	(A) + (B)
1	-	100.00	-	40.00	-	-
2	-	100.00	-	40.00	-	-
3	-	100.00	-	40.00	-	-
4	4,080.00	100.00	408,000.00	40.00	163,200.00	571,200.00
5	6,800.00	100.00	680,000.00	40.00	272,000.00	952,000.00
6	6,800.00	100.00	680,000.00	40.00	272,000.00	952,000.00
7	6,800.00	100.00	680,000.00	40.00	272,000.00	952,000.00
8	8,840.00	100.00	884,000.00	40.00	353,600.00	1,237,600.00
9	8,840.00	100.00	884,000.00	40.00	353,600.00	1,237,600.00
10	8,840.00	100.00	884,000.00	40.00	353,600.00	1,237,600.00
11	9,520.00	100.00	952,000.00	40.00	380,800.00	1,332,800.00
12	9,520.00	100.00	952,000.00	40.00	380,800.00	1,332,800.00
13	9,520.00	100.00	952,000.00	40.00	380,800.00	1,332,800.00
14	9,520.00	100.00	952,000.00	40.00	380,800.00	1,332,800.00
15	9,520.00	100.00	952,000.00	40.00	380,800.00	1,332,800.00
16	8,160.00	100.00	816,000.00	40.00	326,400.00	1,142,400.00
17	8,160.00	100.00	816,000.00	40.00	326,400.00	1,142,400.00
18	8,160.00	100.00	816,000.00	40.00	326,400.00	1,142,400.00
19	8,160.00	100.00	816,000.00	40.00	326,400.00	1,142,400.00
20	8,160.00	100.00	816,000.00	40.00	326,400.00	1,142,400.00
21	6,800.00	100.00	680,000.00	40.00	272,000.00	952,000.00
22	6,800.00	100.00	680,000.00	40.00	272,000.00	952,000.00
23	5,440.00	100.00	544,000.00	40.00	217,600.00	761,600.00
24	5,440.00	100.00	544,000.00	40.00	217,600.00	761,600.00
25	5,440.00	100.00	544,000.00	40.00	217,600.00	761,600.00
26	4,080.00	100.00	408,000.00	40.00	163,200.00	571,200.00
27	4,080.00	100.00	408,000.00	40.00	163,200.00	571,200.00
28	4,080.00	100.00	408,000.00	40.00	163,200.00	571,200.00
29	4,080.00	100.00	408,000.00	40.00	163,200.00	571,200.00
30	4,080.00	100.00	408,000.00	40.00	163,200.00	571,200.00

Annex - 9-1

G A C (MYANMAR) LIMITED
Seed Operating Cost - Detail List

Sr. No.	Description	Year - 1			
		Cultivation Cost (1 Acre)			
		Unit	Quantity	Rate	Amount (Kyats)
(A)	Labour Cost				
1	Land Clearing	Time	3	120,000.00	360,000.00
2	Wages	No.	5	3,600.00	6,570,000.00
	Total Labour Cost				**6,930,000.00**
(B)	Material Cost				
1	Cow Dung	Hole	30	30,000.00	900,000.00
2	Armo (15:15:15)	Bag	24	39,500.00	948,000.00
3	Armo (10:10:5)	Bag	24	15,500.00	372,000.00
4	Red Tube	No.	24,000	11.00	264,000.00
5	White Set	No.	240,000	2.50	600,000.00
6	Marking Rope	lb.	6	3,000.00	18,000.00
7	Pesticide, Fungicide, Poliar	-	-	-	1,858,800.00
8	Bamboo Post	-	-	-	900,000.00
	Total Material Cost				**12,790,800.00**
	Total Operating Cost				**19,720,800.00**

Note: **Material Cost for Seed is Nil.**

- Parent seed 100 kg to 200 kg are required to produce average 10,000 kg seed.
- The parent Seed is from the companies such as SYNGENTA, MONSANTO, BAYER.
- The Company who produce the parent seeds give the parent seeds and rebuy the seeds from the seed producing Company.

Annex - 9-2

G A C (MYANMAR) LIMITED
Seed Operating Cost - Detail List

Sr. No.	Description	Year - 2			
		Cultivation Cost (1 Acre)			
		Unit	Quantity	Rate	Amount (Kyats)
(A)	Labour Cost				
1	Land Clearing	Time	3	120,000.00	360,000.00
2	Wages	No.	5	3,600.00	6,570,000.00
	Total Labour Cost				**6,930,000.00**
(B)	Material Cost				
1	Cow Dung	Hole	30	30,000.00	900,000.00
2	Armo (15:15:15)	Bag	24	39,500.00	948,000.00
3	Armo (10:10:5)	Bag	24	15,500.00	372,000.00
4	Red Tube	No.	24,000	11.00	264,000.00
5	White Set	No.	240,000	2.50	600,000.00
6	Marking Rope	lb.	6	3,000.00	18,000.00
7	Pesticide, Fungicide, Poliar	-	-	-	1,858,800.00
8	Bamboo Post	-	-	-	-
	Total Material Cost				**11,890,800.00**
	Total Operating Cost				**18,820,800.00**

Note: <u>Material Cost for Seed is Nil.</u>

- Parent seed 100 kg to 200 kg are required to produce average 10,000 kg seed.
- The parent Seed is from the companies such as SYNGENTA, MONSANTO, BAYER.
- The Company who produce the parent seeds give the parent seeds and rebuy the seeds from the seed producing Company.

Annex - 9-3

G A C (MYANMAR) LIMITED
Seed Operating Cost - Detail List

Sr. No.	Description	Year - 3			
		Cultivation Cost (1 Acre)			
		Unit	Quantity	Rate	Amount (Kyats)
(A)	Labour Cost				
1	Land Clearing	Time	3	120,000.00	360,000.00
2	Wages	No.	5	3,600.00	6,570,000.00
	Total Labour Cost				**6,930,000.00**
(B)	Material Cost				
1	Cow Dung	Hole	30	30,000.00	900,000.00
2	Armo (15:15:15)	Bag	24	39,500.00	948,000.00
3	Armo (10:10:5)	Bag	24	15,500.00	372,000.00
4	Red Tube	No.	24,000	11.00	264,000.00
5	White Set	No.	240,000	2.50	600,000.00
6	Marking Rope	lb.	6	3,000.00	18,000.00
7	Pesticide, Fungicide, Poliar	-	-	-	1,858,800.00
8	Bamboo Post	-	-	-	900,000.00
	Total Material Cost				**12,790,800.00**
	Total Operating Cost				**19,720,800.00**

Note: <u>Material Cost for Seed is Nil.</u>

- Parent seed 100 kg to 200 kg are required to produce average 10,000 kg seed.
- The parent Seed is from the companies such as SYNGENTA, MONSANTO, BAYER.
- The Company who produce the parent seeds give the parent seeds and rebuy the seeds from the seed producing Company.

Annex - 9-4

G A C (MYANMAR) LIMITED
Seed Operating Cost - Detail List

Sr. No.	Description	Year - 4			
		Cultivation Cost (1 Acre)			
		Unit	Quantity	Rate	Amount (Kyats)
(A)	Labour Cost				
1	Land Clearing	Time	3	120,000.00	360,000.00
2	Wages	No.	5	3,600.00	6,570,000.00
	Total Labour Cost				**6,930,000.00**
(B)	Material Cost				
1	Cow Dung	Hole	30	30,000.00	900,000.00
2	Armo (15:15:15)	Bag	24	39,500.00	948,000.00
3	Armo (10:10:5)	Bag	24	15,500.00	372,000.00
4	Red Tube	No.	24,000	11.00	264,000.00
5	White Set	No.	240,000	2.50	600,000.00
6	Marking Rope	lb.	6	3,000.00	18,000.00
7	Pesticide, Fungicide, Poliar	-	-	-	1,858,800.00
8	Bamboo Post	-	-	-	-
	Total Material Cost				**11,890,800.00**
	Total Operating Cost				**18,820,800.00**

Note: **<u>Material Cost for Seed is Nil.</u>**

- Parent seed 100 kg to 200 kg are required to produce average 10,000 kg seed.
- The parent Seed is from the companies such as SYNGENTA, MONSANTO, BAYER.
- The Company who produce the parent seeds give the parent seeds and rebuy the seeds from the seed producing Company.

Annex - 9-5

G A C (MYANMAR) LIMITED
Seed Operating Cost - Detail List

Sr. No.	Description	Year - 5 to 30			
		Cultivation Cost (1 Acre)			
		Unit	Quantity	Rate	Amount (Kyats)
(A)	Labour Cost				
1	Land Clearing	Time	3	120,000.00	360,000.00
2	Wages	No.	5	3,600.00	6,570,000.00
	Total Labour Cost				**6,930,000.00**
(B)	Material Cost				
1	Cow Dung	Hole	30	30,000.00	900,000.00
2	Armo (15:15:15)	Bag	24	39,500.00	948,000.00
3	Armo (10:10:5)	Bag	24	15,500.00	372,000.00
4	Red Tube	No.	24,000	11.00	264,000.00
5	White Set	No.	240,000	2.50	600,000.00
6	Marking Rope	lb.	6	3,000.00	18,000.00
7	Pesticide, Fungicide, Poliar	-	-	-	1,858,800.00
8	Bamboo Post	-	-	-	900,000.00
	Total Material Cost				**12,790,800.00**
	Total Operating Cost				**19,720,800.00**

Note: **<u>Material Cost for Seed is Nil.</u>**

- Parent seed 100 kg to 200 kg are required to produce average 10,000 kg seed.
- The parent Seed is from the companies such as SYNGENTA, MONSANTO, BAYER.
- The Company who produce the parent seeds give the parent seeds and rebuy the seeds from the seed producing Company.

Annex- 10-1

G A C (MYANMAR) LIMITED
Estimated Expenditure (Kyats)

Sr	Description	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8
1	Operating Cost for Coffee	77,628,000	36,024,000	18,793,500	19,782,000	21,282,000	21,282,000	21,282,000	21,282,000
2	Processing Cost for Coffee	-	-	-	17,136,000	28,560,000	28,560,000	28,560,000	37,128,000
3	Operating Cost for Seed	295,812,000	282,312,000	295,812,000	282,312,000	295,812,000	295,812,000	295,812,000	295,812,000
4	Salary	35,280,000	36,337,000	37,416,000	52,016,400	55,203,600	56,860,800	56,860,800	56,860,800
5	Labour & Wages	118,800,000	118,800,000	118,800,000	118,800,000	118,800,000	118,800,000	118,800,000	118,800,000
6	Freight Charges	266,231	254,081	266,231	254,081	266,231	266,231	266,231	266,231
7	Electricity Charges	502,880	479,930	502,880	479,930	502,880	502,880	502,880	502,880
8	Water Charges	384,556	367,006	384,556	367,006	384,556	384,556	384,556	384,556
9	Transportation	473,299	451,699	473,299	451,699	473,299	473,299	473,299	473,299
10	Land Lease	4,800,000	4,800,000	4,800,000	4,800,000	4,800,000	4,800,000	4,800,000	4,800,000
11	Entertainment	739,530	705,780	739,530	705,780	739,530	739,530	739,530	739,530
12	Depreciation	23,880,000	23,880,000	23,880,000	23,880,000	23,880,000	23,880,000	23,880,000	23,880,000
	Total Expenditure	**558,566,496**	**504,411,496**	**501,867,996**	**520,984,896**	**550,704,096**	**552,361,296**	**552,361,296**	**560,929,296**

Annex- 10-2

G A C (MYANMAR) LIMITED
Estimated Expenditure (Kyats)

Sr	Description	Year - 9	Year - 10	Year - 11	Year - 12	Year - 13	Year - 14	Year - 15	Year - 16
1	Operating Cost for Coffee	21,282,000	21,282,000	21,282,000	21,282,000	21,282,000	21,282,000	21,282,000	21,282,000
2	Processing Cost for Coffee	37,128,000	37,128,000	39,984,000	39,984,000	39,984,000	39,984,000	39,984,000	34,272,000
3	Operating Cost for Seed	295,812,000	295,812,000	295,812,000	295,812,000	295,812,000	295,812,000	295,812,000	295,812,000
4	Salary	56,860,800	56,860,800	56,860,800	56,860,800	56,860,800	56,860,800	56,860,800	56,860,800
5	Labour & Wages	118,800,000	118,800,000	118,800,000	118,800,000	118,800,000	118,800,000	118,800,000	118,800,000
6	Freight Charges	266,231	266,231	266,231	266,231	266,231	266,231	266,231	266,231
7	Electricity Charges	502,880	502,880	502,880	502,880	502,880	502,880	502,880	502,880
8	Water Charges	384,556	384,556	384,556	384,556	384,556	384,556	384,556	384,556
9	Transportation	473,299	473,299	473,299	473,299	473,299	473,299	473,299	473,299
10	Land Lease	4,800,000	4,800,000	4,800,000	4,800,000	4,800,000	4,800,000	4,800,000	4,800,000
11	Entertainment	739,530	739,530	739,530	739,530	739,530	739,530	739,530	739,530
12	Depreciation	23,880,000	23,880,000	-	-	-	-	-	-
	Total Expenditure	**560,929,296**	**560,929,296**	**539,905,296**	**539,905,296**	**539,905,296**	**539,905,296**	**539,905,296**	**534,193,296**

Annex- 10-3

G A C (MYANMAR) LIMITED

Estimated Expenditure

Sr	Description	Year - 17	Year - 18	Year - 19	Year - 20	Year - 21	Year - 22	Year - 23	Year - 24
1	Operating Cost for Coffee	21,282,000	21,282,000	21,282,000	21,282,000	21,282,000	21,282,000	21,282,000	21,282,000
2	Processing Cost for Coffee	34,272,000	34,272,000	34,272,000	34,272,000	28,560,000	28,560,000	22,848,000	22,848,000
3	Operating Cost for Seed	295,812,000	295,812,000	295,812,000	295,812,000	295,812,000	295,812,000	295,812,000	295,812,000
4	Salary	56,860,800	56,860,800	56,860,800	56,860,800	56,860,800	56,860,800	56,860,800	56,860,800
5	Labour & Wages	118,800,000	118,800,000	118,800,000	118,800,000	118,800,000	118,800,000	118,800,000	118,800,000
6	Freight Charges	266,231	266,231	266,231	266,231	266,231	266,231	266,231	266,231
7	Electricity Charges	502,880	502,880	502,880	502,880	502,880	502,880	502,880	502,880
8	Water Charges	384,556	384,556	384,556	384,556	384,556	384,556	384,556	384,556
9	Transportation	473,299	473,299	473,299	473,299	473,299	473,299	473,299	473,299
10	Land Lease	4,800,000	4,800,000	4,800,000	4,800,000	4,800,000	4,800,000	4,800,000	4,800,000
11	Entertainment	739,530	739,530	739,530	739,530	739,530	739,530	739,530	739,530
12	Depreciation	-	-	-	-	-	-	-	-
	Total Expenditure	**534,193,296**	**534,193,296**	**534,193,296**	**534,193,296**	**528,481,296**	**528,481,296**	**522,769,296**	**522,769,296**

Annex- 10-4

G A C (MYANMAR) LIMITED
Estimated Expenditure (Kyats)

Sr	Description	Year - 25	Year - 26	Year - 27	Year - 28	Year - 29	Year - 30
1	Operating Cost for Coffee	21,282,000	21,282,000	21,282,000	21,282,000	21,282,000	21,282,000
2	Processing Cost for Coffee	22,848,000	17,136,000	17,136,000	17,136,000	17,136,000	17,136,000
3	Operating Cost for Seed	295,812,000	295,812,000	295,812,000	295,812,000	295,812,000	295,812,000
4	Salary	56,860,800	56,860,800	56,860,800	56,860,800	56,860,800	56,860,800
5	Labour & Wages	118,800,000	118,800,000	118,800,000	118,800,000	118,800,000	118,800,000
6	Freight Charges	266,231	266,231	266,231	266,231	266,231	266,231
7	Electricity Charges	502,880	502,880	502,880	502,880	502,880	502,880
8	Water Charges	384,556	384,556	384,556	384,556	384,556	384,556
9	Transportation	473,299	473,299	473,299	473,299	473,299	473,299
10	Land Lease	4,800,000	4,800,000	4,800,000	4,800,000	4,800,000	4,800,000
11	Entertainment	739,530	739,530	739,530	739,530	739,530	739,530
12	Depreciation	-	-	-	-	-	-
	Total Expenditure	**522,769,296**	**517,057,296**	**517,057,296**	**517,057,296**	**517,057,296**	**517,057,296**

Annex-11

G A C (MYANMAR) LIMITED

Income Structure (Total)

Year	Income		Total Income	
	Coffee	Seeds	US$	Converted Kyats
1	-	495,000.00	495,000.00	594,000,000.00
2	-	522,500.00	522,500.00	627,000,000.00
3	-	522,500.00	522,500.00	627,000,000.00
4	108,800.00	550,000.00	658,800.00	790,560,000.00
5	181,333.33	550,000.00	731,333.33	877,600,000.00
6	181,333.33	600,000.00	781,333.33	937,600,000.00
7	181,333.33	600,000.00	781,333.33	937,600,000.00
8	235,733.33	600,000.00	835,733.33	1,002,880,000.00
9	235,733.33	600,000.00	835,733.33	1,002,880,000.00
10	235,733.33	600,000.00	835,733.33	1,002,880,000.00
11	253,866.67	650,000.00	903,866.67	1,084,640,000.00
12	253,866.67	650,000.00	903,866.67	1,084,640,000.00
13	253,866.67	650,000.00	903,866.67	1,084,640,000.00
14	253,866.67	650,000.00	903,866.67	1,084,640,000.00
15	253,866.67	650,000.00	903,866.67	1,084,640,000.00
16	217,600.00	650,000.00	867,600.00	1,041,120,000.00
17	217,600.00	650,000.00	867,600.00	1,041,120,000.00
18	217,600.00	650,000.00	867,600.00	1,041,120,000.00
19	217,600.00	650,000.00	867,600.00	1,041,120,000.00
20	217,600.00	650,000.00	867,600.00	1,041,120,000.00
21	181,333.33	700,000.00	881,333.33	1,057,600,000.00
22	181,333.33	700,000.00	881,333.33	1,057,600,000.00
23	145,066.67	700,000.00	845,066.67	1,014,080,000.00
24	145,066.67	700,000.00	845,066.67	1,014,080,000.00
25	145,066.67	700,000.00	845,066.67	1,014,080,000.00
26	108,800.00	700,000.00	808,800.00	970,560,000.00
27	108,800.00	700,000.00	808,800.00	970,560,000.00
28	108,800.00	700,000.00	808,800.00	970,560,000.00
29	108,800.00	700,000.00	808,800.00	970,560,000.00
30	108,800.00	700,000.00	808,800.00	970,560,000.00

Note : 100% Export Sale

Annex-11-1

G A C (MYANMAR) LIMITED

Production of the Coffee by Year and Revenue

Year	Area (Acre)	Hole (No.)	Yield (Viss)	Production Cherry Bean (Viss)	Dry Bean (Viss)	Unit Price (US$)	Amount (US$)	Converted (Kyats)
1	1	1360	-	-	-	5.33	-	-
2	1	1360	-	-	-	5.33	-	-
3	1	1360	-	-	-	5.33	-	-
4	1	1360	3	4,080	680	5.33	3,626.67	4,352,000
5	1	1360	5	6,800	1,133	5.33	6,044.44	7,253,333
6	1	1360	5	6,800	1,133	5.33	6,044.44	7,253,333
7	1	1360	5	6,800	1,133	5.33	6,044.44	7,253,333
8	1	1360	6.5	8,840	1,473	5.33	7,857.78	9,429,333
9	1	1360	6.5	8,840	1,473	5.33	7,857.78	9,429,333
10	1	1360	6.5	8,840	1,473	5.33	7,857.78	9,429,333
11	1	1360	7	9,520	1,587	5.33	8,462.22	10,154,667
12	1	1360	7	9,520	1,587	5.33	8,462.22	10,154,667
13	1	1360	7	9,520	1,587	5.33	8,462.22	10,154,667
14	1	1360	7	9,520	1,587	5.33	8,462.22	10,154,667
15	1	1360	7	9,520	1,587	5.33	8,462.22	10,154,667
16	1	1360	6	8,160	1,360	5.33	7,253.33	8,704,000
17	1	1360	6	8,160	1,360	5.33	7,253.33	8,704,000
18	1	1360	6	8,160	1,360	5.33	7,253.33	8,704,000
19	1	1360	6	8,160	1,360	5.33	7,253.33	8,704,000
20	1	1360	6	8,160	1,360	5.33	7,253.33	8,704,000
21	1	1360	5	6,800	1,133	5.33	6,044.44	7,253,333
22	1	1360	5	6,800	1,133	5.33	6,044.44	7,253,333
23	1	1360	4	5,440	907	5.33	4,835.56	5,802,667
24	1	1360	4	5,440	907	5.33	4,835.56	5,802,667
25	1	1360	4	5,440	907	5.33	4,835.56	5,802,667
26	1	1360	3	4,080	680	5.33	3,626.67	4,352,000
27	1	1360	3	4,080	680	5.33	3,626.67	4,352,000
28	1	1360	3	4,080	680	5.33	3,626.67	4,352,000
29	1	1360	3	4,080	680	5.33	3,626.67	4,352,000
30	1	1360	3	4,080	680	5.33	3,626.67	4,352,000

Note : 100% Export Sale

Annex-11-2

G A C (MYANMAR) LIMITED
Estimate Sale of the Seeds by Year

Year	Chili	Okra	Cucumber	Bitter gourd	Tomato	Total Production (KG)	Unit Price (US$)	Amount (US$)	Converted (Kyats)
1	2,000	1,500	1,500	2,000	2,000	9,000.00	55	495,000	594,000,000
2	2,500	1,500	1,500	2,000	2,000	9,500.00	55	522,500	627,000,000
3	2,500	1,500	1,500	2,000	2,000	9,500.00	55	522,500	627,000,000
4	2,500	1,500	1,500	2,000	2,500	10,000.00	55	550,000	660,000,000
5	2,500	1,500	1,500	2,000	2,500	10,000.00	55	550,000	660,000,000
6	2,500	1,500	1,500	2,000	2,500	10,000.00	60	600,000	720,000,000
7	2,500	1,500	1,500	2,000	2,500	10,000.00	60	600,000	720,000,000
8	2,500	1,500	1,500	2,000	2,500	10,000.00	60	600,000	720,000,000
9	2,500	1,500	1,500	2,000	2,500	10,000.00	60	600,000	720,000,000
10	2,500	1,500	1,500	2,000	2,500	10,000.00	60	600,000	720,000,000
11	2,500	1,500	1,500	2,000	2,500	10,000.00	65	650,000	780,000,000
12	2,500	1,500	1,500	2,000	2,500	10,000.00	65	650,000	780,000,000
13	2,500	1,500	1,500	2,000	2,500	10,000.00	65	650,000	780,000,000
14	2,500	1,500	1,500	2,000	2,500	10,000.00	65	650,000	780,000,000
15	2,500	1,500	1,500	2,000	2,500	10,000.00	65	650,000	780,000,000
16	2,500	1,500	1,500	2,000	2,500	10,000.00	65	650,000	780,000,000
17	2,500	1,500	1,500	2,000	2,500	10,000.00	65	650,000	780,000,000
18	2,500	1,500	1,500	2,000	2,500	10,000.00	65	650,000	780,000,000
19	2,500	1,500	1,500	2,000	2,500	10,000.00	65	650,000	780,000,000
20	2,500	1,500	1,500	2,000	2,500	10,000.00	65	650,000	780,000,000
21	2,500	1,500	1,500	2,000	2,500	10,000.00	70	700,000	840,000,000
22	2,500	1,500	1,500	2,000	2,500	10,000.00	70	700,000	840,000,000
23	2,500	1,500	1,500	2,000	2,500	10,000.00	70	700,000	840,000,000
24	2,500	1,500	1,500	2,000	2,500	10,000.00	70	700,000	840,000,000
25	2,500	1,500	1,500	2,000	2,500	10,000.00	70	700,000	840,000,000
26	2,500	1,500	1,500	2,000	2,500	10,000.00	70	700,000	840,000,000
27	2,500	1,500	1,500	2,000	2,500	10,000.00	70	700,000	840,000,000
28	2,500	1,500	1,500	2,000	2,500	10,000.00	70	700,000	840,000,000
29	2,500	1,500	1,500	2,000	2,500	10,000.00	70	700,000	840,000,000
30	2,500	1,500	1,500	2,000	2,500	10,000.00	70	700,000	840,000,000

Note : 100% Export Sale

Annex-12-1

G A C (MYANMAR) LIMITED
Summary of 40 years Profit and Loss Account

Kyats('000)

Expressed in Kyat	Year									
Income	1	2	3	4	5	6	7	8	9	10
Sale Income	594,000	627,000	627,000	790,560	877,600	937,600	937,600	1,002,880	1,002,880	1,002,880
Net Sales	594,000	627,000	627,000	790,560	877,600	937,600	937,600	1,002,880	1,002,880	1,002,880
Expenditures										
Operating Cost for Coffee	77,628	36,024	18,794	19,782	21,282	21,282	21,282	21,282	21,282	21,282
Processing Cost for Coffee	-	-	-	17,136	28,560	28,560	28,560	37,128	37,128	37,128
Processing Cost for Seed	295,812	282,312	295,812	282,312	295,812	295,812	295,812	295,812	295,812	295,812
Salary	35,280	36,337	37,416	52,016	55,204	56,861	56,861	56,861	56,861	56,861
Labour & Wages	118,800	118,800	118,800	118,800	118,800	118,800	118,800	118,800	118,800	118,800
Freight Charges	266	254	266	254	266	266	266	266	266	266
Electricity Charges	503	480	503	480	503	503	503	503	503	503
Water Charges	385	367	385	367	385	385	385	385	385	385
Transportation	473	452	473	452	473	473	473	473	473	473
Land Lease	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800
Entertainment	740	706	740	706	740	740	740	740	740	740
Depreciation	23,880	23,880	23,880	23,880	23,880	23,880	23,880	23,880	23,880	23,880
Total Expenditures	558,567	504,412	501,869	520,985	550,705	552,362	552,362	560,930	560,930	560,930

Net Profit (before Tax)	35,433	122,588	125,131	269,575	326,895	385,238	385,238	441,950	441,950	441,950
Income Tax (25%)	Tax Exemption Period					(96,309)	(96,309)	(110,487)	(110,487)	(110,487)
Net Profit (after Tax)	35,433	122,588	125,131	269,575	326,895	288,928	288,928	331,462	331,462	331,462
CSR (2%)	-	-	-	5,392	6,538	5,779	5,779	6,629	6,629	6,629

Annex-12-2

G A C (MYANMAR) LIMITED

Summary of 40 years Profit and Loss Account

Kyats('000)

Expressed in Kyat	Year									
Income	11	12	13	14	15	16	17	18	19	20
Sale Income	1,084,640	1,084,640	1,084,640	1,084,640	1,084,640	1,041,120	1,041,120	1,041,120	1,041,120	1,041,120
Net Sales	1,084,640	1,084,640	1,084,640	1,084,640	1,084,640	1,041,120	1,041,120	1,041,120	1,041,120	1,041,120
Expenditures										
Operating Cost for Coffee	21,282	21,282	21,282	21,282	21,282	21,282	21,282	21,282	21,282	21,282
Processing Cost for Coffee	39,984	39,984	39,984	39,984	39,984	34,272	34,272	34,272	34,272	34,272
Processing Cost for Seed	295,812	295,812	295,812	295,812	295,812	295,812	295,812	295,812	295,812	295,812
Salary	56,861	56,861	56,861	56,861	56,861	56,861	56,861	56,861	56,861	56,861
Labour & Wages	118,800	118,800	118,800	118,800	118,800	118,800	118,800	118,800	118,800	118,800
Freight Charges	266	266	266	266	266	266	266	266	266	266
Electricity Charges	503	503	503	503	503	503	503	503	503	503
Water Charges	385	385	385	385	385	385	385	385	385	385
Transportation	473	473	473	473	473	473	473	473	473	473
Land Lease	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800
Entertainment	740	740	740	740	740	740	740	740	740	740
Depreciation	-	-	-	-	-	-	-	-	-	-
Total Expenditures	**539,906**	**539,906**	**539,906**	**539,906**	**539,906**	**534,194**	**534,194**	**534,194**	**534,194**	**534,194**
Net Profit (before Tax)	**544,734**	**544,734**	**544,734**	**544,734**	**544,734**	**506,926**	**506,926**	**506,926**	**506,926**	**506,926**
Income Tax (25%)	(136,183)	(136,183)	(136,183)	(136,183)	(136,183)	(126,731)	(126,731)	(126,731)	(126,731)	(126,731)
Net Profit (after Tax)	408,550	408,550	408,550	408,550	408,550	380,194	380,194	380,194	380,194	380,194
CSR (2%)	8,171	8,171	8,171	8,171	8,171	7,604	7,604	7,604	7,604	7,604

Annex-12-3

G A C (MYANMAR) LIMITED
Summary of 40 years Profit and Loss Account

Kyats('000)

Expressed in Kyat Income	21	22	23	24	25	26	27	28	29	30
Sale Income	1,057,600	1,057,600	1,014,080	1,014,080	1,014,080	970,560	970,560	970,560	970,560	970,560
Net Sales	1,057,600	1,057,600	1,014,080	1,014,080	1,014,080	970,560	970,560	970,560	970,560	970,560
Expenditures										
Operating Cost for Coffee	21,282	21,282	21,282	21,282	21,282	21,282	21,282	21,282	21,282	21,282
Processing Cost for Coffee	28,560	28,560	22,848	22,848	22,848	17,136	17,136	17,136	17,136	17,136
Processing Cost for Seed	295,812	295,812	295,812	295,812	295,812	295,812	295,812	295,812	295,812	295,812
Salary	56,861	56,861	56,861	56,861	56,861	56,861	56,861	56,861	56,861	56,861
Labour & Wages	118,800	118,800	118,800	118,800	118,800	118,800	118,800	118,800	118,800	118,800
Freight Charges	266	266	266	266	266	266	266	266	266	266
Electricity Charges	503	503	503	503	503	503	503	503	503	503
Water Charges	385	385	385	385	385	385	385	385	385	385
Transportation	473	473	473	473	473	473	473	473	473	473
Land Lease	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800
Entertainment	740	740	740	740	740	740	740	740	740	740
Depreciation	-	-	-	-	-	-	-	-	-	-
Total Expenditures	**528,482**	**528,482**	**522,770**	**522,770**	**522,770**	**517,058**	**517,058**	**517,058**	**517,058**	**517,058**

Net Profit (before Tax)	**529,118**	**529,118**	**491,310**	**491,310**	**491,310**	**453,502**	**453,502**	**453,502**	**453,502**	**453,502**
Income Tax (25%)	(132,279)	(132,279)	(122,827)	(122,827)	(122,827)	(113,375)	(113,375)	(113,375)	(113,375)	(113,375)
Net Profit (after Tax)	396,838	396,838	368,482	368,482	368,482	340,126	340,126	340,126	340,126	340,126
CSR (2%)	7,937	7,937	7,370	7,370	7,370	6,803	6,803	6,803	6,803	6,803

Annex-13-1

G A C (MYANMAR) LIMITED
Payback Period

Kyats ('000)

Particulars	Pre-Operation period	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6	Year-7	Year-8	Year-9
Profit after Tax										
Profit after Tax	-	35,433	122,588	125,131	269,575	326,895	288,928	288,928	331,462	331,462
Depreciation	-	23,880	23,880	23,880	23,880	23,880	23,880	23,880	23,880	23,880
Cash in Flow	-	59,313	146,468	149,011	293,455	350,775	312,808	312,808	355,342	355,342
Investment										
Land Lease	4,800	-	-	-	-	-	-	-	-	-
Motor Vehicle	123,960	-	-	-	-	-	-	-	-	-
Irrigation System	24,120	-	-	-	-	-	-	-	-	-
Green House	90,720	-	-	-	-	-	-	-	-	-
Cash/ Working Capital	956,400	-	-	-	-	-	-	-	-	-
Cash Out Flow	**1,200,000**	-	-	-	-	-	-	-	-	-
Net Cash Flow	**(1,200,000)**	**59,313**	**146,468**	**149,011**	**293,455**	**350,775**	**312,808**	**312,808**	**355,342**	**355,342**
Opening Balance	-	(1,200,000)	(1,140,687)	(994,220)	(845,209)	(551,754)	(200,979)	111,829	424,638	779,980
Accumulated Cash Flow	(1,200,000)	(1,140,687)	(994,220)	(845,209)	(551,754)	(200,979)	111,829	424,638	779,980	1,135,322

Payback Period = 6 Years 7 Months

Annex-13-2

G A C (MYANMAR) LIMITED
Payback Period

Kyats ('000)

Particulars	Year- 10	Year-11	Year-12	Year-13	Year-14	Year-15	Year-16	Year-17	Year-18	Year-19	Year-20
Profit after Tax											
Profit after Tax	331,462	408,550	408,550	408,550	408,550	408,550	380,194	380,194	380,194	380,194	380,194
Depreciation	23,880	-	-	-	-	-	-	-	-	-	-
Cash in Flow	355,342	408,550	408,550	408,550	408,550	408,550	380,194	380,194	380,194	380,194	380,194
Investment											
Land Lease	-	-	-	-	-	-	-	-	-	-	-
Motor Vehicle	-	-	-	-	-	-	-	-	-	-	-
Irrigation System	-	-	-	-	-	-	-	-	-	-	-
Green Hose	-	-	-	-	-	-	-	-	-	-	-
Cash/ Working Capital	-	-	-	-	-	-	-	-	-	-	-
Cash Out Flow	-	-	-	-	-	-	-	-	-	-	-
Net Cash Flow	**355,342**	**408,550**	**408,550**	**408,550**	**408,550**	**408,550**	**380,194**	**380,194**	**380,194**	**380,194**	**380,194**
Opening Balance	1,135,322	1,490,664	1,899,215	2,307,765	2,716,315	3,124,866	3,533,416	3,913,610	4,293,804	4,673,999	5,054,193
Accumulated Cash Flow	1,490,664	1,899,215	2,307,765	2,716,315	3,124,866	3,533,416	3,913,610	4,293,804	4,673,999	5,054,193	5,434,387

Payback Period = 6 Years 7 Months

Annex-13-3

G A C (MYANMAR) LIMITED
Payback Period

Kyats ('000)

Particulars	Year- 21	Year- 22	Year- 23	Year- 24	Year- 25	Year- 26	Year- 27	Year- 28	Year- 29	Year- 30
Profit after Tax										
Profit after Tax	396,838	396,838	368,482	368,482	368,482	340,126	340,126	340,126	340,126	340,126
Depreciation	-	-	-	-	-	-	-	-	-	-
Cash in Flow	396,838	396,838	368,482	368,482	368,482	340,126	340,126	340,126	340,126	340,126
Investment										
Land Lease	-	-	-	-	-	-	-	-	-	-
Motor Vehicle	-	-	-	-	-	-	-	-	-	-
Irrigation System	-	-	-	-	-	-	-	-	-	-
Green Hose	-	-	-	-	-	-	-	-	-	-
Cash/ Working Capital	-	-	-	-	-	-	-	-	-	-
Cash Out Flow	-	-	-	-	-	-	-	-	-	-
Net Cash Flow	**396,838**	**396,838**	**368,482**	**368,482**	**368,482**	**340,126**	**340,126**	**340,126**	**340,126**	**340,126**
Opening Balance	5,434,387	5,831,225	6,228,064	6,596,546	6,965,028	7,333,511	7,673,637	8,013,763	8,353,889	8,694,016
Accumulated Cash Flow	5,831,225	6,228,064	6,596,546	6,965,028	7,333,511	7,673,637	8,013,763	8,353,889	8,694,016	9,034,142

Payback Period = 6 Years 7 Months

Annex-14

G A C (MYANMAR) LIMITED

Calculation of Internal Rate of Return

Year	Net Cash in Flow	D.F 10%		D.F 20%	
		Rate	P.V	Rate	P.V
Year 0	(1,200,000)	1.0000	(1,200,000)	1.0000	(1,200,000)
Year 1	59,313	0.9091	53,920	0.8333	49,181
Year 2	146,468	0.8264	121,048	0.6944	100,704
Year 3	149,011	0.7513	111,954	0.5787	84,953
Year 4	293,455	0.6830	200,434	0.4823	138,724
Year 5	350,775	0.6209	217,804	0.4019	137,497
Year 6	312,808	0.5645	176,572	0.3349	101,670
Year 7	312,808	0.5132	160,520	0.2791	84,304
Year 8	355,342	0.4665	165,770	0.2326	79,409
Year 9	355,342	0.4241	150,700	0.1938	65,845
Year 10	355,342	0.3855	137,000	0.1615	54,598
Year 11	408,550	0.3505	143,194	0.1346	52,051
Year 12	408,550	0.3186	130,177	0.1122	43,160
Year 13	408,550	0.2897	118,342	0.0935	35,787
Year 14	408,550	0.2633	107,584	0.0779	29,674
Year 15	408,550	0.2394	97,804	0.0649	24,606
Year 16	380,194	0.2176	82,741	0.0541	18,987
Year 17	380,194	0.1978	75,219	0.0451	15,744
Year 18	380,194	0.1799	68,381	0.0376	13,054
Year 19	380,194	0.1635	62,165	0.0313	10,824
Year 20	380,194	0.1486	56,513	0.0261	8,976
Year 21	396,838	0.1351	53,625	0.0217	7,768
Year 22	396,838	0.1228	48,750	0.0181	6,441
Year 23	368,482	0.1117	41,151	0.0151	4,959
Year 24	368,482	0.1015	37,410	0.0126	4,112
Year 25	368,482	0.0923	34,009	0.0105	3,410
Year 26	340,126	0.0839	28,538	0.0087	2,610
Year 27	340,126	0.0763	25,944	0.0073	2,164
Year 28	340,126	0.0693	23,585	0.0061	1,794
Year 29	340,126	0.0630	21,441	0.0051	1,488
Year 30	340,126	0.0573	19,492	0.0042	1,234
			1,571,791		**(14,273)**

Internal Rate of Return = 20%

Annex – 15

DAW OHNMAR HEIN

AND

G A C (MYANMAR) LIMITED

LAND LEASE AGREEMENT

Date -

LAND LEASE AGREEMENT

This Lease is made on ....day of 2016

between

LESSOR : **Daw Ohnmar Hein**
(12/La Ma Ta (Naing) 015766), Myanmar
No.(53/55), Lanmadaw Street, Ward No.(7),
Lanmadaw Township, Yangon, the Republic of the Union of Myanmar

And

LESSEE : **G A C (MYANMAR) LIMITED**
Room No.(703), 7th Floor, Kandawgyi Tower,
Tamwe Township, Yangon, Myanmar

In the above expression of **LESSOR** and **LESSEE**, they themselves, and/or their authorized representatives are included.

Both parties agreed to the terms and conditions as follows: -

(1) Objective

The lessee shall lease the plot of land (46.86) acres at Holding No.(689), Kwin No. 131-Za, Pyin Oo Lwin Township, Mandalay Region, the Republic of the Union of Myanmar, to do plantation for the production and marketing of coffee bean (ARABICA) and vegetable seeds production.

(2) Assurance and Representation

The lessor assures the ownership of the land to be leased. And the lessee assures the strong financial background of this company. Both parties are lawful to make this deed.

(3) The Law to operate

Both parties shall follow and obey the rules, regulation and the law of the Republic of the Union of Myanmar and implement their commitment mentioned in this lease.

(4) Term of Lease

The lesser shall, from the commencement date, to lease the Land for initial term of (30) years and up to (2) terms of (10) years each (inclusive) (Extended Term) subject to all the terms and conditions of the Grant. Applicable law and any necessary regulatory and third party approvals.

(5) Rental

(a) Yearly rent of US$ 4,000 (US Dollar Four Thousand Only) for 46.86 acres to be paid in advance for one year (12 months).

(b) Yearly advance rental payment shall be settled within (30) days after the expiry of the previous payment.

(c) The rent can be subjected to increase not more than (15%) per annum of the previous rate with mutual agreement.

(6) Lease Effective Date and Terms

(a) This lease shall be effective on the date, when this lease is signed by both parties. (lessor and lessee)

(b) Rental period starts from the day of operation or (3) months after signing of the lease, whichever comes earlier.

(c) One expiry of lease, all relative materials on the plot of land **except** the building and unrecoverable things shall be removed.

(7) Renewal of Lease

It can be carried out as follows:-

(a) The lessor shall notify the lessor to continue lease (3) months ahead of expiry date.

(b) In case of re-lease, both parties shall negotiate the rental and condition, subject to Myanmar Investment Commission agreement.

(c) On expiry, the building shall be handed over to the lessor in good condition.

(8) The Duties of Lessee

(a) To pay the rental as per clause (5), and any other charges by the service authorities except land revenue.

(b) The refrain form sub leasing, transferring or consigning of land & building to another foreign or native firm.

(c) To use the leased plot for coffee production and processing only.

(d) The operation of the lessee in the land & building shall conform with Myanmar Law.

(e) To make the necessary insurance in the land & building as per Myanmar Investment Commission Law and Insurance Law 2016.

(f) To follow the disposal of foul water, rubbish and anti-contamination of environment in accordance with the existing Myanmar Environmental Law.

(g) To register this lease under registration law at own cost.

(h) To renovate the leased building at own cost.

(i) To handover the lease of the land & building in good condition on expire of lease.

(9) The Duties of Lessor

(a) Payment of land revenue.

(b) No interference and disturbance of the lessee on the peaceful possession of the land & building during lease period.

(c) To help for license to operate --------------------- from the relevant authority for the lessee if needed.

(10) Termination of lease

Termination can be carried out under the following conditions.

(a) Failure to operate by either party.

(b) Great loss occurrence.

(c) Occurrence of Force majeure for more than (6) months.

(d) Failure to implement lease objective.

(e) Receipt of MIC agreement as to terminate lease by either party on notification (3) months ahead under Myanmar Investment procedures.

(f) Lessee fails to start operation within (12) months after lease.

(g) The notice of termination can be given to each party (3) months in advance, so that both parties can fulfill the other terms and conditions of this lease.

(h) The termination of lease shall be subjected to the confirmation from Myanmar Investment Commission and after termination; the lessor shall re-access and re-possess the real estate, the lease been invalid.

(11) Prior Conditions

The operation and implementation of lease is subjected to the approval of Myanmar Authorities.

(12) Governing Law

This lease shall be interpreted in accordance with the Republic of the Union of Myanmar Law and subject to jurisdiction in Myanmar Court.

(13) Force Majeure

If either party is unable to operate the condition of lease due to force majeure the affected party shall notify the other party (14) days of force majeure. On acceptance, no party shall be responsible for the deduction of force majeure days. It means natural disaster, earthquake, strikes, sanction, insurgency riot, flood, fire, storm and similar event beyond control.

(14) Arbitration

In case of dispute on the condition in the lease occur, it shall be settled amicably, failing which two arbitrators, each appointed by either party shall settle, failing which, the umpire appointed by the said arbitrators shall decide under Arbitration Law, 2016 in Yangon, Myanmar with the payment of legal fee by judgment debtor.

(15) Notice

Notify the either party in Myanmar/ English language through registered post, fax or email at the said Address in the lease as follows:-

(a) The address of Lessor.

Name	:	Daw Ohnmar Hein 12/La Ma Ta (Naing) 015766
Address :		No.(53/55), Lanmadaw Street, Ward No.(7), Lanmadaw Township, Yangon, the Republic of the Union of Myanmar

(b) The address of Lessee.

Name	:	**G A C (MYANMAR) LIMITED**
Address :		Room No.(703), 7th Floor, Kandawgyi Tower, Tamwe Township, Yangon, Myanmar

(16) The acceptance of reply to notice amounts to confirmation of notification changes of address requires notification.

(17) Mineral resources and gem

The mineral resources and gem discovered in the leased the land & building shall belong to the state and require notice to state authority.

(18) Re- negotiation of lease

Amendment in the lease shall require re- negotiation by both parties subject to approval of Myanmar Investment Commission.

(19) All in one of lease

The appendage land map attached in this lease shall be part of the lease.

(20) Protection of Environment

In operation, the lessee shall protect the environment against contamination. The compensation for such contamination shall be paid by the lessee only.

(21) General

In case of discrepancy between Memorandum of Association, Article of Association, wrong interpretation, in harmony and lease the condition in the lease shall be valid and supersede the previous agreement and understanding.

In witness whereof both parties set hands on the said date.

Sign ____________________

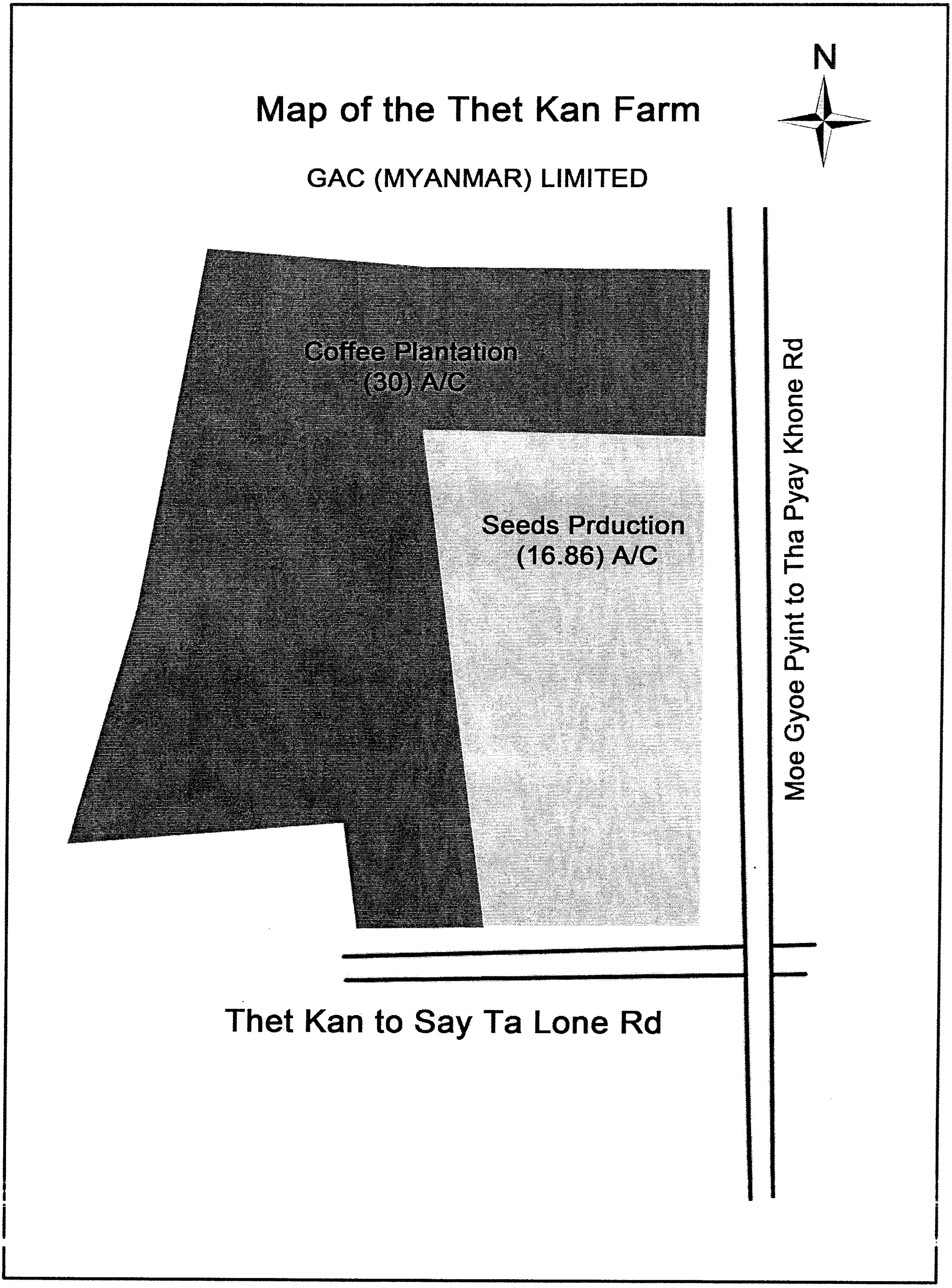
LESSOR
Daw Ohnmar Hein
12/La Ma Ta (Naing) 015766

Sign ____________________

LESSEE
Mr. ………………………..……...
P.P.No. ………………………......
G A C (MYANMAR) LIMITED

WITNESSES

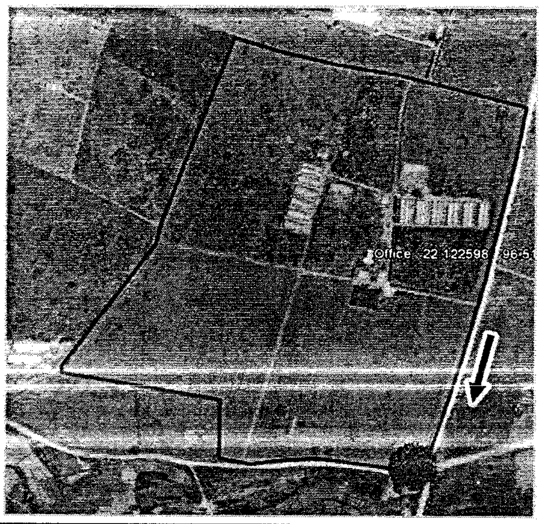
Sign	____________	Sign	____________
Name	____________	Name	____________
Address	____________	Address	____________
	____________		____________
	____________		____________


Map of the Thet Kan Farm
GAC (MYANMAR) LIMITED
N
Coffee Plantation
(30) A/C
Seeds Prduction
(16.86) A/C
Moe Gyoe Pyint to Tha Pyay Khone Rd
Thet Kan to Say Ta Lone Rd

Map of the Thet Kan Chaing

Ward No. (689), Land 131-H, Thet Kan Village Pyin Oo Lwin Township, Mandalay





Ofice

Latitude	22.122598°
Longitude	96.516686°

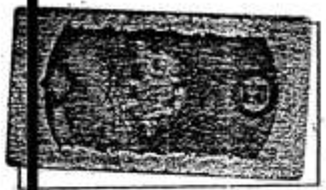
လယ်ယာမြေလုပ်ပိုင်ခွင့်ရရှိသူ၏ အကြောင်းအရာ

၁။ ပုဂ္ဂိုလ်/အဖွဲ့အစည်းအမည်၊ ဒေါ်ဥမ္မာဝင်း

၂။ အဘအမည်၊ ဦးမောင်ထို

၃။ နိုင်ငံသား/အမျိုးသားစိစစ်ရေးကတ်အမှတ်၊ ၁၂/လမတ(နိုင်)၀၁၅၇၆၆
(ကုမ္ပဏီ/အဖွဲ့အစည်းဖြစ်ပါက
ကုမ္ပဏီ/အဖွဲ့အစည်းမှတ်ပုံတင်အမှတ်)

၄။ နေရပ်လိပ်စာ၊ သက္ကံ့ချိုင်း



လုပ်ပိုင်ခွင့်ပြုသည့် လယ်ယာမြေအကြောင်းအရာ

၁။ မြို့နယ်အမည်၊ ပြင်ဦးလွင်

၂။ ရပ်ကွက်/ကျေးရွာအုပ်စုအမည်၊ သက္ကံ့ချိုင်း

၃။ ကွင်း/အကွက်အမှတ်၊ ၆၀၉

၄။ ကွင်း/အကွက်အမည်၊

၅။ ဦးပိုင်လုပ်ကွက်အမှတ်၊ ၁၃၁.၈

၆။ မြေမျိုး၊ ယာ

၇။ ဧရိယာ(ဧက)၊ ၄.၆၈

၈။ ခွင့်ပြုသည့်စာအမှတ်၊ ၀၄၁/လယ၁-၁

၉။ ခွင့်ပြုသည့်ရက်စွဲ၊ ၁၁.၄.၁၄

၁၀။ မှတ်ချက်၊

လယ်ယာမြေဥပဒေပုဒ်မ ၆၊ ၇ နှင့် ၈ တို့အရ စည်းကမ်းချက်များ
ဖောက်ဖျက်ခြင်း မရှိသရွေ့ လုပ်ပိုင်ခွင့်ပြုသည်။
(သက်သေခံမြေပုံပူးတွဲထားပါသည်။)

(-----------)
အတွင်းရေးမှူး
မြို့နယ်လယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့
-----------မြို့

စည်းကမ်းချက်များ

၁။ မည်သူမဆို လယ်ယာမြေဥပဒေတွင် ပြဋ္ဌာန်းထားသည့်အတိုင်း လယ်ယာမြေကို လုပ်ကိုင်ရမည်။

၂။ လယ်ယာမြေနှင့်စပ်လျဉ်း၍ ဝန်ကြီးဌာနကစည်းကြပ်သော မြေခွန်နှင့် အခြားအခွန်အခများကို ပေးဆောင်ရမည်။

၃။ လယ်ယာမြေလုပ်ပိုင်ခွင့်ကိုရောင်းချခြင်း၊ပေါင်နှံခြင်း၊ ငှားရမ်းခြင်း၊ လဲလှယ်ခြင်းနှင့် ပေးကမ်းခြင်းတို့ကို ဆောင်ရွက်သည့်အခါ ဦးစီးဌာနက သတ်မှတ်သည့် တံဆိပ်ခေါင်းခွန်နှင့် စာချုပ်စာတမ်း မှတ်ပုံတင်ခတို့ကို ပေးဆောင်၍ သက်ဆိုင်ရာ မြို့နယ်ဦးစီးဌာနရုံးတွင် မှတ်ပုံတင်ရမည်။

၄။ တည်ဆဲဥပဒေနှင့်အညီ အမွေဆက်ခံခြင်းဖြင့် လယ်ယာမြေလုပ်ပိုင်ခွင့်ကို ရရှိသည့်အခါ သတ်မှတ်ချက်များနှင့်အညီ သက်ဆိုင်ရာ မြို့နယ်ဦးစီးဌာနရုံးတွင် မှတ်ပုံတင်ရမည်။

၅။ စိုက်ပျိုးထုတ်လုပ်မှု အရင်းအနှီးအတွက်သာ လယ်ယာမြေလုပ်ပိုင်ခွင့်ကို ပေါင်နှံခွင့်ရှိပြီး အစိုးရဘဏ် သို့မဟုတ် အစိုးရကအသိအမှတ်ပြုသော ဘဏ်တွင်သာ ပေါင်နှံရမည်။

၆။ သက်ဆိုင်ရာ လယ်ယာမြေစီမံခန့်ခွဲမှုအဖွဲ့က တရားဝင်ချထားခြင်းမရှိဘဲ ကျူးကျော်လုပ်ကိုင်ခြင်း မပြုရ။

၇။ လယ်ယာမြေကို ခွင့်ပြုမိန့် မရရှိဘဲ အခြားနည်းသုံးစွဲခြင်းမပြုရ။

၈။ လယ်ယာမြေကို မူလစိုက်ပျိုးလျက်ရှိသော ရာသီသီးနှံအမျိုးအစားမှ နှစ်ရှည်ပင် အမျိုးအစားသို့ ခွင့်ပြုချက်မရှိဘဲ ပြောင်းလဲစိုက်ပျိုးခြင်း မပြုရ။

၉။ ခိုင်လုံသော အကြောင်းပြချက်မရှိဘဲ လယ်ယာမြေကို လှပ်ထားခြင်း မပြုရ။

၁၀။ လယ်ယာမြေလုပ်ပိုင်ခွင့်နှင့်စပ်လျဉ်း၍ အငြင်းပွားမှုဖြစ်ပေါ်နေသော ကာလအတွင်း လယ်ယာမြေကို ရောင်းချခြင်း၊ ပေါင်နှံခြင်း၊ ငှားရမ်းခြင်း၊ လဲလှယ်ခြင်း သို့မဟုတ် ပေးကမ်းခြင်း မပြုရ။

၁၁။ လယ်ယာမြေလုပ်ပိုင်ခွင့် အငြင်းပွားမှု အရှုပ်အရှင်းဖြစ်လာလျှင် ဦးစီးဌာနတွင် မှတ်ပုံတင်ထားပြီးမှသာ တရားဝင် ဖြေရှင်းဆောင်ရွက်နိုင်ခွင့်ရှိသည်။

၁၂။ လယ်ယာမြေလုပ်ပိုင်ခွင့်အားလုံးကိုဖြစ်စေ၊ တစ်စိတ်တစ်ပိုင်းကို ဖြစ်စေ နိုင်ငံတော်အစိုးရ၏ ခွင့်ပြုချက်မရရှိဘဲ မည်သည့် နိုင်ငံခြားသား သို့မဟုတ် နိုင်ငံခြားသား ပါဝင်သည့် အဖွဲ့အစည်းကိုမျှ ရောင်းချခြင်း၊ ပေါင်နှံခြင်း၊ ငှားရမ်းခြင်း၊ လဲလှယ်ခြင်း သို့မဟုတ် ပေးကမ်းခြင်း မပြုရ။

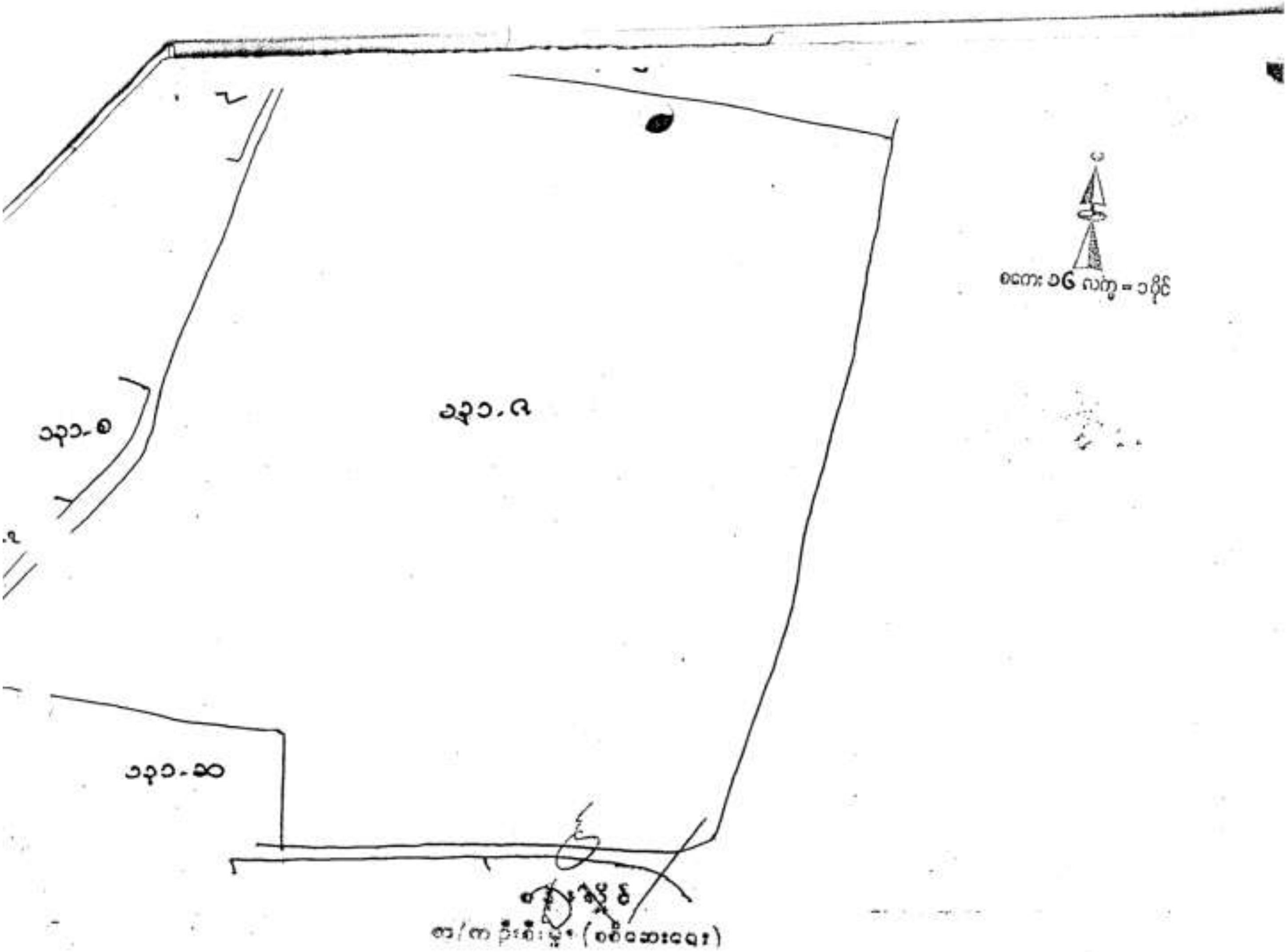
လယ်ယာမြေပုံစံ ၇
လယ်ယာမြေနည်းဥပဒေ ၁၄(က)

နေပြည်တော်/ မန္တလေး တိုင်းဒေသကြီး/ပြည်နယ်

မြင်းခြံ ခရိုင်၊ မြင်းခြံ မြို့နယ်

လယ်ယာမြေလုပ်ပိုင်ခွင့်ပြုလက်မှတ်

ရုံးတံဆိပ်


၁၃၁.၈
၁၃၁-၉
၁၃၁-၁၀
စကေး ၁၆ လက်မ = ၁မိုင်
(စစ်ဆေးရေး)

မြေစာရင်းပုံစံ - ၁၀၅

မှန်ကန်ကြောင်း သက်သေခံ / သက်သေမခံ သော လက်ရှိမြေပုံတွင် ယခုနှစ်အသုံးပြုသော ဦးပိုင်မြေပုံ [redacted] ...ရန်



တိုင်းဒေသကြီး/ မြည်နယ် မွန်ဆေး	
ခရိုင် ပြင်ဦးလွင်	
မြို့နယ်/ မြို့နယ်ခွဲ ပြင်ဦးလွင်	
ရပ်ကွက်/ ကျေးရွာအုပ်စု သက္ကဲ-ချိုင်း	
ကွင်း/ အကွက်အမှတ်နှင့်အမည် ၆၁၉	
ဦးပိုင်အမှတ်/ မြေကွက်အမှတ် ၁၃၁.၄	၄င်းပွဲ

ဦးပိုင် အမှတ်	အခွန်စည်းကြပ်ခံရာ ပိုင်ရှင်/ ဂရန်ရှင်/အငှားဂရန်ရှင် အမည်	ပိုင်ဆိုင်ခွင့်	မြေမျိုးနှင့် အတန်း	ဧရိယာ (ဧက)	မှတ်ချက်
၁၃၁.၄	ဒေါ်ဥမ္မာဟိန်း	-	Y	၄၆.၈၆	

ရေးကူးပေးသည့်အကြောင်းအရာ	လယ်ယာမြေလုပ်ပိုင်ခွင့်လက်မှတ်ထုတ်ပေးရန်။

(အထက်ဖော်ပြပါအကြောင်းအရာအတွက်သာ အသုံးပြုခွင့်ရှိသည်)

လျှောက်ထားသူအမည် - ဒေါ်ဥမ္မာဟိန်း

လျှောက်လွှာတင်သည့်နေ့စွဲ -

လျှောက်ထားသူသို့ ထုတ်ပေးသည့်နေ့စွဲ -

လ/ထ ဦးစီးမှူး (စစ်ဆေးရေး)

မြို့နယ်မြေစာရင်းဦးစီးဌာန

ယခုအထက်တွင် ဖြစ်ဆိုသောမြေပုံမှာ မှန်ကန်သေချာစွာ ရေးကူးထားသော (၂၀၁၄ - ၂၀၁၅ ခုနှစ်ပြင်ဆင်ပြီးခုနှစ်အတွက် နောက်ဆုံးတွဲ တိုင်းတာချင်း မြေပုံဖြစ်ကြောင်း သက်သေခံလက်မှတ် ရေးထိုးပါသည်။

အမှုတွဲထိန်း/မြေတိုင်းစာရေးလက်မှတ် -

နေ့စွဲ -

တိုက်ဆိုင်စစ်ဆေးပြီး မှန်ကန်ပါသည် -

လက်ထောက်ဦးစီးမှူးလက်မှတ် -

နေ့စွဲ -

စိစစ်အတည်ပြုပါသည်။ ဦး း ဘ ရာ ရှိ

မြို့နယ်မြေစာရင်းဦးစီးဌာနမှူးလက်မှတ် မြေစာရင်းဦးစီးဌာန နေ့စွဲ -

ပြင်ဦးလွင်မြို့။

မန္တလေးတိုင်းဒေသကြီး၊ ပြင်ဦးလွင်ခရိုင်
ပြင်ဦးလွင်မြို့နယ်မြေစာရင်းဦးစီးဌာန
လယ်ယာမြေမှတ်ပုံတင်ကြေးရရှိမှု

ရက်စွဲ [illegible]

၁။ အမည် [illegible]
၂။ နေရပ်လိပ်စာ [illegible]
၃။ လျှောက်ထားသည့်မြေ
(က) ကျေးရွာအုပ်စု [illegible]
(ခ) ကွင်းအမှတ် [illegible]
(ဂ) ဦးပိုင်/ဧရိယာ [illegible]
၄။ သင့်ငွေ (၅,၀၀၀)၊ စာဖြင့် (ကျပ် [illegible])
တိတိကိုလက်ခံရရှိပါသည်။

Annex – 16

Dated The

Between

Daw Khine Lin (Myanmar),

Daw Ohnmar Hein (Myanmar)

And

Mr. Berry Chang (Taiwan)

JOINT VENTURE AGREEMENT

JOINT VENTURE AGREEMENT

1. THIS AGREEMENT made and entered into the --------- day of -----------, 2016, BETWEEN **Daw Khine Lin**, has lived in No.(24), May Li Kha Street, Ward No.(7), Mayangone Township, Yangon, Myanmar.

AND

2. "**Daw Ohnmar Hein**" has lived in No.(53/55), Lanmadaw Street, Ward No.(7), Lanmadaw Township, Yangon, Myanmar.

AND

3. "**Mr. Berry Chang**"haslived inNo.(30), (207), Sukhumvit Soi 39, Sukhumvit Road, Kiongtannua, Bangkok 10110.

WITNESSETH AS FOLLOWS;

WHERE AS:

1. The parties hereto had signed a Memorandum of Understanding (MOU) on the day of --------, 2016 for **"G A C (MYANMAR) LIMITED"**to set up Joint Venture Company, for Coffee and Seed Production at Room No.(703), 7th Floor, Kandawgyi Tower, Tamwe Township, Yangon, Myanmar and

2. To promote that the production and marketing of coffee bean (ARABICA) and vegetable seeds production.

3. **"Daw Khine Lin","Daw Ohnmar Hein"** and **"Mr. Berry Chang"** have agreed to establish and to enter into joint venture to do the Coffee and Seed Production Business Joint Venture, Moreover, they have agreed to incorporate a private Company Limited by shares to be incorporated under the Myanmar Companies Act of 1914 and (hereinafter referred to as the "Company") pursuant to the terms and conditions hereinafter setforth subject to the foreign investment permit by the Myanmar Investment Commission, and

4. Daw Ohnmar Hein is the legal beneficial owner of the land and has to prepare to lease the land to the new company (G A C (MYANMAR) LIMITED) and

5. It has been agreed that upon certification of all the conditions hereinafter has to be provided and after the incorporation of the company, the company will acquire the lease of the land form Daw Ohnmar Hein upon terms and conditions contained in the lease agreement hereof for the project.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PREMISES HEREINAFTER CONTAINED, IT IS HEREBY DECLARED AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. DEFINITIONS

1.01 In this Agreement, unless the context otherwise requires:-

"The Company" means the private company limited by shares which shall be incorporated pursuant to the terms and conditions of this Agreement and under the Myanmar Companies Act of 1914 and the Myanmar Companies Act.

"Memorandum and Articles of Association" means the Memorandum and Article of Association of the Company which shall be in the approved.

"Company Act" means the Myanmar Company Act of 1914, of the Union of Myanmar. (Reprint 1961).

"Board of Directors" means the Board of Directors of the Company.

"Shareholder(s)" means **Daw Khine Lin, Mr. Berry Chang** and **Daw Ohnmar Hein** (parties) which may become as shareholder (shareholders) of the Company.

"Shares" means the shares of the company to be subscribed by **Daw Khine Lin, Mr. Berry Chang** and **Daw Ohnmar Hein** hereunder.

"Directors" means the directors nominated by **Daw Khine Lin, Mr. Berry Chang** and **Daw Ohnmar Hein.**

"Investors" means the Joint Venture Company who will make investment in the Coffee and Seed Production business at Holding No.(689), Kwin No. 131-Za, Thetkan-Chai Village, Pyin Oo Lwin Township, Mandalay Region, Myanmar.

"The Land" means the land and all attachments Area (46.86) Acre at Pyin Oo Lwin Township, Mandalay Division, Myanmar and particulars of which are set out in Appendix I.

"Agreed Form" means in the form previously agreed by or on behalf of the parties to this Agreement and signed for the purpose of identification.

1.02 Words denoting an obligation on a party to any act, matter or things include anobligation to procure that it be done and works placing a party under a restriction included and obligation not to permit infringement of the restriction.

2. CAPACITY

All parties hereto warrant to each other that it has the authority and capacity to enter into this Joint Venture Agreement.

3. INCORPORATION OF THE COMPANY

3.01 The parties hereto shall, after the signing of this Agreement and obtaining the Myanmar investment Permit for the Incorporation of the Company from the Myanmar Investment Commission, incorporate the Company by the name of **"G A C (MYANMAR) LIMITED"**, approved by the Registrar of Companies Directorate of Investment and Company Administration, of the Union of Myanmar.

3.02 The company shall, to the extent permitted by the laws of the Union of Myanmar, adopt the Memorandum and Articles of Association as exhibited in Appendix IV hereto.

3.03 All reasonable expenses incurred in connection with the incorporation of the Company shall be reimbursed by the Company upon the incorporation thereof.

4. OBJECTS OF THE COMPANY

The parties hereto hereby agree that the purpose and objects of the Company shall, at all times during the continuance of this Agreement, be:

(a) to acquire the lease of the Land to develop, lease and manage at Holding No.(689), Kwin No. 131-Za, Thetkan-Chai Village, Pyin Oo Lwin Township, Mandalay Region and other related facilities pursuant to Clause 8 Below,

(b) to carry out the Coffee and Seed Production Business for production and marketing of coffee bean (ARABICA) and vegetable seeds production.

(c) to perform and fulfill all acts, matters and things as may be consistent with, necessary for and incidental to, the attainment of any of the foregoing objects and all provisions in the Agreement.

5. CONDITIONS PRECEDENT

This Agreement shall become valid upon signing hereof and validity of this Agreement shall be subject to and conditional upon the land in vacant possession.

6. CAPITAL AND SHARES

6.01 Authorized Capital

All the parties hereto shall cause the Company to have an Authorized Capital of US$1,000,000 (United State Dollars One Millions only) divided into 100,000 Ordinary Shares of US$10/- each.

6.02 Issued Share Capital

The Company shall issue and the parties hereto shall subscribe for share capital of the Company in the manner herein provided:

(1)	Daw Khine Lin	-10 Shares of US$10/- each	= US$100/-
(2)	Mr. Berry Chang	- 80 Shares of US$10/- each	= US$ 800/-
(3)	Daw Ohnmar Hein	- 10 Shares of US$10/- each	= US$ 100/-
	Total	**- 100 Shares**	**= US$ 1,000/-**

6.03 Subscription

The above Issued Shares Capital shall be subscribed for as follows:-

(i) Daw Khine Lin shall subscribe US$ 100/- by capitalization of the investment for the JV Company.

(ii) Mr. Berry Chang shall subscribe US$ 800/- in kind and in cash.

(iii) Daw Ohnmar Hein shall subscribe US$ 100/- by capitalization of the investment for the JV Company.

6.04 Paid-up Capital

The parties hereto shall pay in cash or in kind for the value of the shares for which each party has respectively subscribed in the above Clause 6.03.

6.05 Certificates of Shares

The parties hereto shall cause the Company to issue and deliver to them the certificates of all for which **Daw Khine Lin, Mr. Berry Chang** and **Daw Ohnmar Hein** have respectively subscribed hereunder at the same time of such payment of the placement of the signed deed or contract document showing the contribution in kind as mentioned in Clause 6.04, as the case may be.

7. BANK ACCOUNT

Upon the incorporation of the Company, the Company shall, as soon as possible thereafter, open and maintain throughout the continuance of this Agreement a bank account or accounts with MFTB/MICB bank (or) any Private Banks.

8. LEASE OF THE LAND

For the incorporation of the Company and payment in Cash for the lease mentioned in Clause 6.03 and 6.04 **Daw Khine Lin, Mr. Berry Chang** and **Daw Ohnmar Hein** shall grant to JV Company **"G A C (MYANMAR) LIMITED".** (hereinafter referred to as the "Leasehold") and shall make a lease agreement with the Company in a form attached hereto as Appendix II.

9. THE DEVELOPMENT PROJECT FORCOFFEE AND SEED PRODUCTION BUSINESS

According to this Agreement, Coffee and Seed Production Business will develop coffee & seed production and processing in Pyin Oo Lwin Township, Mandalay Region.

The parties hereto hereby agree that they shall implement by terms and conditions acceptable to both parties, and that the **G A C** shall grant to the Company the first refusal right to take a lease of the land more particularly shown in location map. Both parties hereby agree that the leasehold shall be negotiated between the Companies based upon the fair market value at the time of leasing.

The parties hereto shall ensure that the Company-

(i) Shall make all submissions and applications to the relevant authorities for the land of planning approvals, building plans approvals, and all other consents or approvals required for the proposed business and/or the use of the land in the propose of JV Company accordance with the instructions of the Myanmar Investment Commission.

(ii) Shall Carry out for Construction Business in accordance with all approved plans including all approved amendments, variations and additions thereto implemented from time to time whether before or during the submissions.

10. COMMENCEMENT OF COFFEE AND SEED PRODUCTION BUSINESS

The date of the commencement for the coffee and seed production business shall be determined and agreed by all the parties hereto, which shall be expected to be not later than 2017.

11. JV COMPANY EXPENDITURE

The parties hereto shall ensure that the JV Company prepares budget estimates as a guide to determine its financial and working capital requirement. The budget shall include but shall not be limited to the items of JV Company., expenditure as stated of this Agreement and the compilation of all costs and expenses to be reasonably incurred by the Company in carrying out and completing the JV Company., including the acquisition of the lease of the Land.

12. ACCOUNTING & AUDITING SERVICES

12.01 The parties hereto shall ensure that the Company procures the appointment of an accounting firm of international standard to provide accounting and auditing services in relation to the business activities of the Company including but not limited to the JV Company on terms and conditions to be agreed upon.

12.02 The Accounting firm appointed under 12.01 shall prepare audited accounts and financial reports to be furnished to all Shareholders every three (3) months or sooner as may be directed by the Board of Directors.

12.03 The parties hereto shall cause the Company to appoint the Auditors of international standard under Sections 145 A of the Myanmar Companies Act.

13. FINANCE, WORKING CAPITAL, DIVIDENDS AND PROFIT

13.01 With the exception of the share capital paid by the parties hereto under Clause 6.04, the parties shall cause the Company (insofar as it is able to do so) to raise all funds required for its operation and JV Company, by its own capability and shall obtain finances and working capital in the manner of procuring unsecured loan or other banking credit facilities from banks and/or other financial institution in terms of conditions acceptable to the Company: and/or

13.02 In the event that the Company is unable to raise any fund required for its operation and JV Company, by its own capability in such manner as provided in sub-clause 13.01 above, then the parties hereto shall, at their discretion or severally and proportionately, make available to the Company an amount of Shareholder's loan proportionate to their then existing shareholding ratio (repayable with interest) or issue corporate or banker's guarantees or create and place any securities in support of the Company or increase the capital of the Company by contribution in cash or in kind proportionate to their then existing shareholding ratio in the Company upon terms and conditions to be agreed by the parties hereto.

13.03 If, in respect of any Accounting Year, the Company has profits available for distribution, the Shareholders shall cause that, in the absence of any agreement to the contrary, the same, after deducting income tax and reserves required by the laws, shall be declared a dividend by the Company at the annual General Meeting of the Company, but no dividend shall exceed the amount recommended by the Board of Directors.

13.04 Dividends to the Shareholders shall be in proportion to their then existing shareholding in the Company as at the end of each Accounting Year.

13.05 A profit of the Company shall be determined by the amount by which the aggregated proceeds of sales exceed the Development Expenditure. In dividing whether in respect of any Accounting Year, the Company has profits available for distribution, the parties hereto shall cause the Auditors of the Company to certify whether such profits are available and the amount thereof (if any). The determination of the Auditors shall be conclusive and binding on the parties hereto.

14. BOARD OF DIRECTORS

14.01 The Company shall be managed by the Board of Directors (hereinafter referred to as the **"BOD"**), which shall consist of three (3) directors to undertake overall management, to ensure successful implementation of the JV Company, and to be responsible for technical, financial and managerial aspects and activities related thereto under the Scope if this Agreement.

14.02 The Board of Directors shall control the management of the Company, determine policies to carry out the JV Company, and make decisions on matters of principle in relation to the JV Company, Matters of Principle including but not limited to the following.

(a) the business planning for the JV Company, including marketing policy, schedule and conditions for sub-lease.

(b) the design, quality and material to be used in the JV Company.

(c) the applications for all requisites approvals and certification including appeal(s) against refusal(s):

(d) the employment of the Project and Construction Business (Local & Foreign) and Professional consultants including the selection of Technicians, Engineers.

(e) the provision of financial appraisals at each stage of the JV Company, and budged estimation of all expenditure.

(f) the allocation of funds and the payment of JV Company's expenditure.

(g) the financial and working capital needs, including the amounts of borrowing required from banks or from shareholder's loans or guarantee. Allocation of reserves and the distribution of profits by declaration of dividends; and

(h) the form and contents of the workforce of the staff personnel.

(i) the appointment of qualified personnel and skilled workers and engineers, labors for the tasks of the Company.

14.03 The Board of Directors shall meet as often as may be necessary or desirable for the prompt dispatch of business.

15. GENERAL MEETINGS

15.01 Without the unanimous consent of the parties hereto, the Company will not-

(a) after the composition of powers of its Board of Directors or appoint any directors except for the replacement of any director in accordance with the Articles of Association;

(b) amend its Memorandum or Articles of Association;

(c) effect any merger or consolidation with or acquisition by the Company of any other business company, partnership or other entity;

(d) apply for the appointment of liquidator or pass any resolution for the winding up of the Company.

(e) undertake any new JV Company, for the Company;

(f) increase or reduce authorized, issued or paid up capital or issue further share or debentures;

(g) approve any profit or loss statement, balance sheet or distribution of profits;

(h) borrow any sum or sums;

(i) lease, transfer, pledge or mortgage any property of the Company.

16. CONSEQUENCES OF BREACH

16.01 In the event that either of the parties hereto (defaulting party) shall be in breach of or shall have defaulted on their respective obligations as defined in this Agreement and that such breach or default shall not have been rectified within thirty (30) days after due notification by the other party; or shall be dissolved or become insolvent or bankrupt or fall in similar situation thereto then, the other party hereto shall have the right to terminate this Agreement by giving a written notice to such defaulting party.

16.02 For the avoidance of doubt, the consequences herein shall be without prejudice to all right and remedies otherwise provided by law.

17. TRANSFER OF SHARES

17.01 Each party hereto hereby covenants and undertakes with the other that it will not sell, transfer, assign or otherwise dispose of its legal or beneficial ownership of any shares in the Company or any interest therein, without the prior written consent the other unless the same is effected on compliance with the manner set forth below.

17.02 If either party ("the Seller") wishes to sell, transfer, assign or otherwise dispose of its legal or beneficial ownership or any shares in the Company or any interest therein, it shall first make an offer in accordance with provisions of clause (19) to the remaining party ("the Offeree")

17.03 the Seller shall serve a written notice (a "Transfer Notice") on the Offeree stating the number of shares of which it wishes to dispose of and the total sale price there for so as to afford them the opportunity to purchase such shares before they are sold or disposed for to any third party.

17.04 If the Offeree does not within the period of thirty (30) days after the receipt of a Transfer Notices serve a notice in writing that it accepts the Seller's offer of if such shares are not purchased pursuant to such offeree's notice within thirty (30) days thereof them the Seller may, in such event, sell all (but not part only) of the shares not so accepted or purchased to any single third party, on the terms and conditions no less favorable than those offered to the Offeree.

17.05 Prior to any transfer of shares to a third party pursuant to the clause 19, the Seller shall procure that the transferee shall enter into and become bound by an agreement with the other party hereto the intent that the relationship between the said other party and the transferee shall (so far as practicable) be the same as that between the parties hereto under this Agreement.

17.06 The parties hereto shall not create or permit to subsist any mortgage, charge, pledge, lien or other encumbrance of any nature whatsoever over its shares in the Company.

17.07 In the event that any approval of the relevant authorities in Myanmar is required for any transfer of shares in the Company. **G A C (MYANMAR) LIMITED** shall use its best endeavors to assist in obtaining such approval.

18. CONFIDENTIALITY

The parties hereto undertake with each other and the Company that, unless required by law, they will not at any time use, divulge or communicate to any persons or bodies other than to Officers and employees of the Company any confidential information concerning the activities, accounts, finance or contractual arrangements or other dealings, transaction and affairs of the Company which may come to their knowledge and they shall use their best endeavors to prevent the disclosure of any confidential information concerning such matters to any persons or bodies.

19. DURATION

The terms of this Agreement shall be for initial (30) years with (30) yearly for (1) time extension from the Date of MIC Permit. A new agreement for further period may be negotiated and agreed upon between either parties before the expiry of this Agreement.

20. WITHDRAWING

20.01 Unless agreed between the parties hereto undertake any new business and/or project other than the object of the Company specified in Clause 4 hereof, when and after the sub-leases of all the portions of the **G A C (MYANMAR) LIMITED** shall have been completed, the parties hereto shall cause the Company to reduce its issued and paid-up capital by certain amounts to be agreed between the parties hereto in order to redeem a part of the amounts invested in the Company by them.

20.02 In the event that the said reduction of the issued and paid-up capital of the Company is not permitted or not undertaken without under delay for any reason whatsoever, then **Mr. Berry Chang** shall have the option to sell its shares in the Company to with the **Daw Khine Lin** and **Daw Ohnmar Hein** at the par value indicated in Kyat in Clause 6 thereof and **Daw Khine Lin** and **Daw Ohnmar Hein** shall purchase **Mr. Berry Chang**'s shares at the said price upon the exercise of the option by **Mr. Berry Chang** by giving a written notice thereof to **Daw Khine Lin** and **Daw Ohnmar Hein**.

If **Daw Khine Lin** and **Daw Ohnmar Hein** fails to purchase such shares upon the exercise of the said option by **Mr. Berry Chang** then **Mr. Berry Chang** be entitled to sell and transfer its shares in the Company to person free from any restriction, or condition or specified in Clause 19 hereof.

20.03 <u>In the event that</u>

(i) (a) there is a material delay and/or discrepancy from the business pain for the JV Company, and/or any other project to be undertaken by the company, or(i) (b)the parties hereto fail to the agree to the shareholder's loan, guarantees or other securities or increase of the capital mentioned in Clause 15.02 hereof; then,

(ii) (a) the parties hereto shall discuss with each other and agree upon amicably and in good faith appropriate measures to be taken to cope with such situation including but not limited to, the increase of the capital, the transfer of the shares and winding up of the Company.

(ii) (b) if the parties hereto fail to agree to the said measures within ninety (90) days after the commencement of the said discussion, the party desiring to carry on the business of the Company shall purchase all the shares of other party at Kyats _________ (Kyats ______).

21. MEMORANDUM AND ARTICLE OF ASSOCIATION

21.01 If during the continuance of this Agreement, there shall be any conflict between the provisions of this agreement and the provisions of the Memorandum and Articles of Association, then during such period, the provisions of this Agreement shall prevail and as far as permissible under the laws of the Union of Myanmar, the parties hereto shall cause such provisions of the Memorandum and Articles of Association, as the case may be, to be amended accordingly.

21.02 Nothing contained in this Agreement shall be deemed to constitute an amendment of the Memorandum and Articles of Association.

22. PARTIES UNDERTAKING

The parties here to undertake with each other to exercise their powers in relation to the Company so as to ensure that the parties comply fully and promptly observes, performs and complies with its obligations under this Agreement.

23. ASSIGNMENT

Neither party hereto may assign its rights and obligations in whole or in part hereunder without the prior written consent of the other party hereto.

24. GOOD FAITH

Each of the parties hereto undertakes with each of the others to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this Agreement and Memorandum and Articles of Association.

25. SEVERALTY

Notwithstanding that any provision of this Agreement may prove to be void or unenforceable, these remaining provisions of this Agreement shall continue in full force and effect.

26. EXERCISE OF POWERS

Where any of the parties hereto is required under this Agreement to exercise its powers in relation to the Company to procure a particular matter or thing, such obligation shall be deemed to include an obligation to exercise its powers as a shareholder and to procure that any director appointed by him (whether alone or jointly with any other person) shall procure such matter or thing.

27. ENTIRE AGREEMENT

This Agreement represents the entire understanding and agreement between and by the parties hereto and supersedes all previous agreements, representation, oral or written and shall not be modified or amended without the prior written consent of all parties hereto.

28. NOTICES

All notice provided for in this Agreement shall be in written and shall be (i) personally served; or (ii) sent by postage prepaid registered or certified mail at the addresses indicated below; or (iii) sent by tel/fax to the tel/fax numbers indicated below;

Name : **Daw Khine Lin**
Address : No.(24), May Li Kha Street, Ward No.(7), Mayangone Township, Yangon.
Tel : 01-655929

Name : **Daw Ohnmar Hein**
Address : No.(53/55), Lanmadaw Street, Ward No.(7), Lanmadaw Township, Yangon.
Tel : 09-5124294

Name : **Mr. Berry Chang**
Address : No.(30), (207), Sukhumvit Soi 39, Sukhumvit Road, Kiongtannua, Bangkok 10110.
Tel : +66-818445378

29. FORCE MAJEURE

In the event that either party hereto shall be rendered unable to carry out the whole or any part of its obligations under this Agreement for any reason beyond the control of that party, including but not limited to decrease or restraints by governmental authorities, act of God, force majeure, strikes, war, riot and any other causes of such nature, then the performance of the obligations hereunder of that party or all the parties hereto, as the case may be and as they are affected by such causes, shall be excused during the continuance of any inability so caused, but such inability shall as far as possible be remedied with all reasonable dispatch.

If such inability is continued or shall reasonably be expected by the parties hereto continue for a period of six (6) months from the date of occurrence, the parties hereto shall discuss and agree on the counter and rectifying measure for such causes and in the event of, failing to reach an agreement, this Agreement may be terminated by the parties hereto in which event the parties hereto shall cause the Company be wound up promptly.

30. GOVERNING LAW AND ARBITRATION

30.01 This Agreement shall be governed by and constructed in accordance with the laws of the Republic of the Union of Myanmar.

30.02 Should any differences arise out of the Agreement the dispute shall be settled amicably between both contracting parties through mutual discussions. Disputes that cannot be settled amicably as mentioned above shall be settled in the Union of Myanmar by arbitration, through arbitrators appointed by and each representing one of the two contracting parties. Should the arbitrators fail to reach an agreement then the disputes shall be referred to an Umpire nominated by the Arbitrators. The arbitration proceedings shall in all respects conform to the Myanmar Arbitration Act, 2016or any then subsisting statutory modification thereof. The venue of arbitration shall be in Yangon, Myanmar.

30.03 The award thereof shall be final and binding upon the parties hereto and judgment on such award may be entered in any Court of tribunal having jurisdiction thereof.

31. MISCELLANEOUS

31.01 Investment Permit under the Union of Myanmar Investment Law

(i) The parties hereto shall jointly submit a proposal to the Myanmar Investment Commission to obtain the Investment Permit so as to enjoy the tax exemptions and reliefs under the Union of Myanmar Investment Law, and granted by the Myanmar Investment Commission.

(ii) In order to ensure efficient, effective attainment of objectives for **G A C (MYANMAR) LIMITED**, the parties hereto shall make their best endeavors to obtain confirmation and authorization from the relevant authorities to the regulation.

31.02 Appointment of personal

Preference shall be given to Myanmar nationals in the appointment of personnel. Expatriate staff, as required, will be recruited with prior approval and agreement of the parties.

31.03 Insurance

Insurance covers prescribed under the Union of Myanmar Investment Law shall be effected with the Myanmar Insurance.

31.04 Protection of Environment

The Company shall be responsible for the preservation of environment at and around the area of the project, control of pollution of air, water and land, and other environmental degradation. The Company shall take necessary measures in order to fulfill environmental protection such as installation of the waste water treatment plan and other treatment procedure to keep the environment friendly.

31.05 Re-negotiation of the Agreement

In the event any situation or circumstance, not envisaged in this Agreement arise and warrants amendment(s) to this Agreement, the parties hereto shall negotiate and make the necessary amendments.

31.06 Successors and Assigns

This Agreement shall be binding upon and insure to the benefits of the respective successor and permitted assigns of the parties and signatories hereto.

31.07 Counterparts

This Agreement written in English, considered as the official version, shall be executed in 2 (two) separate counterparts which are exactly identical and each of which shall be deemed as original.

32. TERMINATION

Unless otherwise specified in other provisions hereof, this Agreement may be terminated on the occurrence of one of the following events;-

(1) Agreement in writing between all parties to terminate;

(2) Substantial and continuous losses to the Company;

(3) Breach of the conditions of the Agreement by either party to the same;

(4) Occurrence and continuance of force majeure more than 6 months as mentioned in Clause 28;

(5) Incapability of implementing the original aims and objectives of the Company.

Daw Khine Lin
12/Ka Ma Ya (Naing) 044506
No.(24), May Li Kha Street,
Ward No.(7), Mayangone Township,
Yanon.

Daw Ohnmar Hein
12/La Ma Ta (Naing) 015776
No.(53/55), Lanmadaw Street,
Ward No.(7), Lanmadaw Township,
Yanon.

Mr. Berry Chang
P.P.No. TWN 309875591
No.(30), (207), Sukhumvit Soi 39,
Sukhumvit Road, Kiongtannua,
Bangkok 10110.

WITNESSES

U Zaw Hla Min
12/Ma Ga Ta (Naing)013781
No.68, Awba Street, Tamwe Township,
Yangon.

P.P.No.--------------------

Bank of America

P.O. Box 15284
Wilmington, DE 19850

Preferred Rewards

Customer service information

1.888.888.RWDS (1.888.888.7937)

TDD/TTY users only: 1.800.288.4408

En Español: 1.800.688.6086

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

BERRY H T CHANG
TSUI LO
176 OWENS CT
MOUNTAIN VIEW, CA 94043-5250

Please see the Account Changes section of your statement for details regarding important changes to your account.

Your combined statement

for June 09, 2015 to July 9, 2015

Your deposit accounts	Account/plan number	Ending balance	Details on
Adv Tiered Interest Chkg	0008 0081 4067	$79,348.27	Page 3
Rewards Money Market Sav	0008 0061 4068	$393,449.34	Page 5
Total balance		$472,797.61	

PULL: B CYCLE: 4 SPEC: E DELIVERY: E TYPE: IMAGE: I BC: CA7

Bank of America

Your checking account
Account number: 0008 0081 4067

Your Adv Tiered Interest Chkg
Preferred Rewards Platinum Honors

BERRY H T CHANG TSUI LO

Account summary

Beginning balance on September 9, 2016	$218,442.81
Deposits and other additions	3.30
ATM and debit card subtractions	-0.00
Other subtractions	-8,714.51
ecks	-0.00
Service fees	-0.00
Ending balance on October 6, 2016	**$209,731.60**

Annual Percentage Yield Earned this statement period: 0.02%
Interest Paid Year To Date: $35.38
Federal Withholding This Period: $0.92

✓ Great news! Now you can use your Visa® card at wholesale clubs, including Costco, Sam's Club and BJ's

Deposits and other additions

Date	Description	Amount
10/06/16	Interest Earned	3.30
Total deposits and other additions		**$3.30**

Bank of America

Your Rewards Money Market Sav
Preferred Rewards Platinum Honors

BERRY H T CHANG TSUI LO POA ARIEL CHANG

Account summary

Beginning balance on September 9, 2016	$1,011,380.01
Deposits and other additions	46.42
ATM and debit card subtractions	-0.00
Other subtractions	-13.00
Service fees	-0.00
Ending balance on October 6, 2016	**$1,011,413.43**

Annual Percentage Yield Earned this statement period: 0.06%
Interest Paid Year To Date: $253.14
Federal Withholding This Period: $13.00

✓ Great news! Now you can use your Visa® card at wholesale clubs, including Costco®, Sam's Club® and BJ's®.

Deposits and other additions

Date	Description	Amount
10/06/16	Interest Earned	46.42
Total deposits and other additions		**$46.42**

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
10/06/16	Federal Withholding	-13.00
Total other subtractions		**-$13.00**

KBZ BANK
ကမ္ဘောဇဘဏ်လီမိတက်
No.615/1, Pyay Road,
Kamayut Township,
Yangon, Myanmar.
Tel: (+951) 538 075-76,
538 078-80
Fax: (+951) 538 069-71

No.: 00430199912510201 Dated : 28 September 2016

To,

- OHNMAR HEIN
12/LAMATA(N)015766
NO-53,LANMADAW STREET,
LANMADAW, YANGON DIVISON

DEAR SIR,

We hereby certify that the balance standing at the credit of the account of - OHNMAR HEIN (00430199912510201) with the KANBAWZA BANK Ltd.(LANMADAW BRANCH)at the close of business on the (28/09/2016) was MMK 12,014,704.51 (Kyats Twelve million fourteen thousand seven hundred four and fifty-one Pyas only).

Yours Faithfully

28/9/16.
Srj Manager
Kanbawza Bank Ltd.
Lanmadaw Branch.

Printed time: 04/10/2016 12:57:42 PM

AYA BANK
Your trusted partner

DEPOSIT STATEMENT

From: 01/01/2016 To: 04/10/2016

Account Number:	**0036203010006604**	**Currency**	**MMK**
Name	**/ KK COMPANY LIMITED/Daw THIN THIN SHAN/Daw SANDII PIYAMEDHI KHIINE@KHAING LIN**		
NRC	**/4443/2011-2012/12/-MA-YA-KA-(N)-133934/12/-KA-MA-YA-(N)-044506**		
Address	**#NO(24),MAY LI KHA ST,(7)QTR,MAYANGONE TSP,YGN.##**		

No	Date	Descriptions	Cheque	T/T	T/C	Debit	Credit	Balance
							BF	1,135,776.33
1	31/03/2016	Saving account: Transfer Int to Prin		TR	INT	0.00	23,425.38	1,159,201.71
2	30/06/2016	Saving account: Transfer Int to Prin		TR	INT	0.00	23,908.53	1,183,110.24
3	30/09/2016	Saving account: Transfer Int to Prin		TR	INT	0.00	24,401.64	1,207,511.88
4	04/10/2016	Cash deposit U WAI LIN SAW		CH	CD	0.00	1,000,000.00	2,207,511.88
							BALANCE	2,207,511.88

Previous Balance	+	Total Deposit	-	Total Withdrawals	=	Total Balance
1,135,776.33	+	1,071,735.55	-	0.00	=	2,207,511.88

No. of Withdrawals =

No. of Deposit =

Unless the Bank is immediately notified of any discrepancy found in the statement of account it will be taken that the account has been found correct

CH = Cash

TR = Transfer

CL = Clearing

T/T = Type of Transaction

T/C = Type of Transaction code

Manager
Ayeyarwady Bank Limited
PARAMI

ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန၊ ရန်ကုန်မြို့

ငွေလက်ခံ/ရရှိပြေစာ

၈၄

ရက်စွဲ၊ [illegible] - ၂၀၁၄

၁။ ကုမ္ပဏီ အမည် (အမည်)၊ GAC Myanmar Ltd

(အင်္ဂလိပ်)၊

၂။ ငွေပေးသွင်းသည့်အကြောင်းအရာ၊ [illegible]

၃။ ပေးသွင်းသည့်ငွေ (ဂဏန်းဖြင့်)၊ ၅၀၀၀ ကျပ်

(စာဖြင့်)၊ ငါး ထောင်

ငွေလက်ခံပြီး

ငွေပေးသွင်းသူလက်မှတ် [illegible] ငွေလက်ခံသူလက်မှတ် [illegible]

အမည်၊ [illegible] အမည် [illegible]

GAC (MYANMAR) LIMITED

Room No.703, 7th Floor, Kandawgyi Tower, Tamwe Township, Yangon.

GAC (MYANMAR) LIMITED
No..............
Date............

To,

Director General
Directorate of Investment and Company Administration,
Minstry of National Planning and Finance
No. 1, Thitsar Road, Yankin Township, Yangon.

Date: 10th , November, 2016.

Object: **:Registration of Form VI and Form XXVI**

We would like to submit Form VI, Form XXVI and meeting minute of our Company for necessary action and registration of submitted returns.

(1) Form VI (Return of Allotments)

(2) Form XXVI (Particulars of Directors, Manager and Managing Agent and any changes Therein.)

Attached with

- Form VI and Form XXVI Origenal
- Meeting Minutes of the Company
- Paid Chalan of Ks-5000/-

Your Faithfully

10.11.16

Mr. Berry Chang
Managing Director
G A C (MYANMAR) LIMITED.

GAC (MYANMAR) LIMITED

Room No.703, 7th Floor, Kandawgyi Tower, Tamwe Township, Yangon.

" MINUTES OF THE MEETING OF
GAC (MYANMAR) COMPANY LIMITED. "

Date : : 7-11-2016
Time : : 10;00(A.M)
Place : : Meeting Room of the Company

Attended-

(1)	**MR. BERRY CHANG**	Director
(2)	**DAW KHINE LIN @ SANDI PIYAMAYDI KHINE**	Director
(3)	**DAW OHNMAR HEIN**	Director
(4)	**U ZAW HLA MIN**	Attendees as requested

At the meeting **MR. BERRY CHANG** act as Chairman of the Meeting and made the discussion and resolved as follows:-

Discussion

At the meeting, made the discussion to allot the shares and appoinment of Managing Director and Director.

Resolved

Resolved that (100) Shares of US $ 10/-shall be alloted and full payment here to made.

1. To allot **MR. BERRY CHANG** (80) Shares
2. To allot **DAW KHINE LIN @ SANDI PIYAMAYDI KHINE** (10) Shares
3. To allot **DAW OHNMAR HEIN** (10) Shares

Resolved that **MR. BERRY CHANG** was appointed as Managing Director, **DAW KHINE LIN @ SANDI PIYAMAYDI KHINE AND DAW OHNMAR HEIN** are appointed as Directors and **U ZAW HLA MIN AS GENERAL MANAGER** of **GAC (MYANMAR) COMPANY LIMITED.**

Resolved that shares allotment Form VI and list of Directors Form XXVI shall be submitted to the Companies Registration Office for Registration.

The meeting is successfully conclude at 12:00 PM noon.

Approved by

Mr. Berry Chang
Managing Director
G A C (MYANMAR) LIMITED

FORM VI

RETURN OF ALLOTMENTS
THE MYANMAR COMPANIEES ACT.

(See Section 104)

(To be filed with the Registrar within one month after the allotment is made)

Return of allotment from the 7th of November, 2016.

on the 7th of November of 2016. *

G A C (MYANMAR) LIMITED.

Made pursuant to Section 104 (1)

Number of the shares of allotted payable in cash	--------	100 Shares
" " " "	--------	
Nominal amount of the shares so allotted	--------	US $- 1,000/-
" " " "	--------	
Amount paid or due and payable on cash such share	--------	US $- 10/-
" " " "	--------	(FULLY Paid Up)

Number of ordinary shares allotted for a consideration other than cash

Nominal amount to be ordinary shares so allotted --------

Amount to be treated as paid on each such share --------

The consideration for which such share have been allotted is as follow: -

---

NOTE: In making a return of allotted under Section 104 (1) the Myanmar Companies Act., it is to be noted that-

1. When a return include several allotments made on different dates, the actual date of only the first and last of such allotment should be entered at the tip of the front page, and the registration of the return should be efferected within one month of the first date.
2. When a return relates to one allotment only, made on one particular date, that date only should be inserted and the spaces for the second date struck out and the world made substituted for the world " From " after the world " allotment " above.

Here insert name of Company.

Distinguish between preference, ordinary, or other description of shares.

2

Presented for filling by : Mr.Berry Chang,(Managing Director)

Name, Address and Description of Allottes

Name & N.R.C No	Address	Description	Number of the shares allotted	
			Preference	ordinary
1. **Mr. Berry Chang** (TAIWAN) P.P No. TWN 309875591	No. 30/207 Sukhumvit So 39, Sukhumvit Road, klongtannua, Bangkok 10110.	Merchant		80 Shares
2. **Daw Khine Lin @ Sandi Piyamaydi Khine** 12/Ka Ma Ya (Naing)-044506	No. (24), May Li Kha Street, Ward No. (7), Mayangone Township, Yangon.	Merchant		10 Shares
3. **Daw Ohnmar Hein** 12/La Ma Ta (Naing)-015766	No. (53/55), Lanmadaw Street, Ward No. (7), Lanmadaw Township, Yangon.	Merchant		10 Shares
				Total 100 Share

Signature

Date - 7-11-2016

MANAGING DIRECTOR

Mr. Berry Chang
Managing Director
G A C (MYANMAR) LIMITED

G A C (MYANMAR) LIMITED
No..........
Date..........

FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

(Myanmar Companies Act, See Section 87)

Name of Company G.A.C (MYANMAR) LIMITED. Presented by Mr. Berry Chang,

The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
1.**Mr. Berry Chang**	**TAIWAN** P.P No. TWN 309875591	No. 30/207 Sukhumvit Soi 39, Sukhumvit Road, Klongtannua, Bangkok 10110.	Merchant	Appointed as Managing Director w.e.f (7-11-2016)
2.**Daw Khine Lin @ Sandi Piyamaydi Khine**	**Myanmar** 12/Ka Ma Ya (Naing)-044506	No. (24), May Li Kha Street, Ward No. (7), Mayangone Township, Yangon.	Merchant	Appointed as Director w.e.f (7-11-2016)
3.**Daw Ohnmar Hein**	**Myanmar** 12/La Ma Ta (Naing)-015766	No. (53/55), Lanmadaw Street, Ward No. (7), Lanmadaw Township, Yangon.	Merchant	Appointed as Director w.e.f (7-11-2016)
4.**U Zaw Hla Min**	**Myanmar** 12/Ma Ga Ta (Naing)-013781	No. (68), second floor Awba Street, Tamwe Township, Yangon.	Merchant	Appointed as General Manager w.e.f (7-11-2016)

NOTE : (1) A Complete list of the Directors or Managers or Managing Agents shown as existing in the last Particulars.

(2) A note of the changes since the last list should be made in the column for "Changes" by placing against the new Director's name the word in plae of .... and by writing against any former Director's name the word "dead" "resigned" or as the case may be giving the date of change against the entry.

Date this 7-11-2016..

G.A.C (MYANMAR) LIMITED. No.............. Date............

Signature .... Mr. Berry Chang, Managing Director

Designation ...G.A.C.(MYANMAR).LIMITED

The Government of the Republic of the Union of Myanmar
Ministry of Planning and Finance
Directorate of Investment and Company Administration
No.1, Thitsar Road, Yankin Township, Yangon.

Letter No: DICA-10 / 1 / 2016 (03403)
Dated : 4th , November, 2016.

Daw Khine Lin @ Sandi Piyamaydi Khine
Director,
G A C (Myanmar) Ltd.
Room No.703, 7th Floor, Kandawgyi Tower,
Tamwe Township, Yangon.

Subject : **Certificate of Incorporation (Temporary) and Form of Permit (Temporary) Issued.**

1. Upon the application of **G A C (Myanmar) Ltd.** in accordance with Myanmar Companies Act, Certificate of Incorporation (Temporary) and Form of Permit (Temporary) are issued on 1st November, 2016 as Registration and Permit No.688 FC/2016-2017 (YGN) by this office as a Private Company.

2. The purpose of issuance of these Certificates (Temporary) are to enable **G A C (Myanmar) Ltd.** for the use of its name in compliance with the Myanmar Companies Act and the company needs to be comply with existing Laws, Rules and Regulations in carrying out the business mentioned in its Memorandum of Association.

3. The Certificate of Incorporation (Temporary) and Form of Permit (Temporary) will be replaced with original one after the completion of registration process. However, these Certificates (Temporary) will be revoked without reimbursement of registration fees if the application is not approved by the decision of high level.

For Director General,
(Nilar Mu - Director)

Copy to

Director General
Internal Revenue Department.
Managing Director
Myanma Foreign Trade Bank.
Managing Director
Myanma Investment and Commercial Bank.
Assistant General Manager
Myanma Economic Bank
General Manager
The all banks which have obtained Authorized Dealer License

The Government of the Republic of the Union of Myanmar
Ministry of Planning and Finance
Directorate of Investment and Company Administration
No.1, Thitsar Road, Yankin Township, Yangon.

Letter No: DICA – 10 / 1 / 2016 (03402)
Dated : 4th, November, 2016.
Daw Khine Lin @ Sandi Piyamaydi Khine
Director,
G A C (Myanmar) Ltd.
Room No.703, 7th Floor, Kandawgyi Tower,
Tamwe Township, Yangon.

Subject: **Application for Permit.**

We have received your complete application of Permit on (1-11-2016).
We have prescribed the conditions to be attached to the permit after taking into consideration the activities to be carried out by the company in the Republic of the Union of Myanmar and the facts mentioned in the documents submitted by the company.

Before issuing the Permit (Original) we would like to seek your agreement with regard to the conditions to be attached to the permit. These conditions are listed in the Annexure.

The company is therefore kindly requested to study these conditions and send back the Annexure duly signed by the responsible official on behalf of company on before (1-12-2016).

If the conditions are acceptable, the company is requested to remit 50% of the prescribed amount **US $ 150,000 (United States Dollar One Hundred and Fifty Thousand Only)** in Foreign Currency acceptable to the Myanma Foreign Trade Bank/the Myanma Investment & Commercial Bank, and the all banks which have obtained Authorized Dealer License .

Unless the duly signed Annexure is received by that date it will be considered that the company is not taking interest to accept these conditions and subsequently your application for permit shall be cancelled.

Yours sincerely,

For Director General,
(Nilar Mu – Director)

c.c to
Director General
Internal Revenue Department.
Managing Director
Myanma Foreign Trade Bank.
Managing Director
Myanma Investment & Commercial Bank.
Assistant General Manager
Myanma Economic Bank
General Manager
The all banks which have obtained
Authorized Dealer License

} kindly requested to open a bank account if it is applied by the company.

F:\YMTtempcard\G A C Myanmar Ltd\Issue & Permit.docx

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

စီမံကိန်းနှင့် ဘဏ္ဍာရေးဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ် (ယာယီ)

အမှတ် ၆၈၈ အက်ဖ်စီ / ၂၀၁၆–၂၀၁၇ (ရက)

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ဂျီ အေ စီ (မြန်မာ) လီမိတက် အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက် ကုမ္ပဏီအဖြစ် ၂၀၁၆ နှစ်၊ နိုဝင်ဘာ လ၊ ၁ ရက်နေ့တွင် ယာယီမှတ်ပုံတင်ခွင့် ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)

(နီလာမူ၊ ညွှန်ကြားရေးမှူး)

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR

MINISTRY OF PLANNING AND FINANCE

CERTIFICATE OF INCORPORATION (TEMPORARY)

NO. 688 FC of 2016-2017 (YGN)

I hereby certify that GAC (MYANMAR) LIMITED. is this day incorporated under the Myanmar Companies Act and that the company is Limited.

Temporarily given under my hand at Yangon this FIRST day of NOVEMBER, TWO THOUSAND AND SIXTEEN

For Director General

(Nilar Mu- Director)

Directorate of Investment and Company Administration

ဤကုမ္ပဏီ မှတ်ပုံတင် လက်မှတ်(ယာယီ)သည် မှတ်ပုံတင်ရက်စွဲ (၁-၁၁-၂၀၁၆) မှ (၃၀-၄-၂၀၁၇) ရက်နေ့အထိ (၆)လသက်တမ်း အတွက်သာ ဖြစ်သည်။ ယာယီသက်တမ်း မကုန်ဆုံးမီ အမြဲတမ်းမှတ်ပုံတင် လက်မှတ် (မူရင်း)နှင့် လဲလှယ်ရမည်ဖြစ်ပါသည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(သက်ပိုင်၊ ဒုတိယညွှန်ကြားရေးမှူး)

Issued Date:

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF PLANNING AND FINANCE

FORM 1

FORM OF PERMIT (TEMPORARY)

(See section 27 A)

Permit No. 688FC / 2016-2017(YGN)

Date 1st November, 2016

The Ministry of Planning and Finance of the Government of the Republic of the Union of Myanmar in pursuance of the Myanmar Companies Act hereby grants a permit to the G A C (MYANMAR) LIMITED. in respect of which particulars are detailed below, to carry on its business within the Republic of the Union of Myanmar subject to the provisions contained in the said Act.

(1)	Name of the Company	G A C (Myanmar) Ltd.
(2)	Country of incorporation of the company.	The Republic of the Union of Myanmar.
(3)	Location of the company's Head Office and / or Principal Office in the Republic of the Union of Myanmar.	Room No.703, 7th Floor, Kandawgyi Tower, Tamwe Township, Yangon.
(4)	The object for which the company is formed (field of business).	Mentioned in back page.
(5)	(a) The amount of Capital and the number of shares into which the Capital is divided.	US$. 1,000,000 divided into 100,000 shares of US$. 10 each.
	(b) If more than one class of shares is authorised, the description of each class.	Only one class.
(6)	The names, addresses and nationality of the directors.	As per List attached.
(7)	The maximum amount of indebtedness which may be incurred by the company and also a prohibition against the contracting of debts in excess of that amount.	As per conditions attached.
(8)	Period of validity of permit.	November 1, 2016 to April 30, 2017. (SIX MONTHS)
(9)	Statement of compliance with legal requirements for issue of Capital including the amount to be paid in before business is commenced.	As per conditions attached.
(10)	Statement of compliance with such conditions as may be prescribed.	The conditions attached to the permit and conditions as may be prescribed from time to time are also to be strictly adhered to by the company.

By order

For Director General
(Nilar Mu- Director)

Directorate of Investment and Company Administration

The business objectives mentioned in the Memorandum of Association shall be allowed to perform.If it is necessary, permit or license from relevant Union Ministries, Departments and Organizations of the Republic of the Union of Myanmar must be obtained in accordance with existing laws, rules and regulations.

According to the Ministry of Commerce order No.69 dated (11-11-2015). To carry on the business of producing and trading of imported qualitative vegetable and seeds on (contract farming) system with farmers on the permission of the Republic of the Union of Myanmar.

For Director General,
(Thet Paing - Deputy Director)

Issued Date:

To

Director General,
Companies Registration Office
Directorate of Investment and Company Administration
Ministry of National Planning and Economic Development
Yangon.

Date : :19th, November, 2015

Application for Permit under Section 27 (A) of the Myanmar Companies Act

Dear Sir,

We would like to apply for issuance of Permit for incorporation of private company limited by share in the name of " **G A C (MYANMAR) LIMITED** " under Myanmar Companies Act and accordingly the following documents are attached herewith for favour of sympathetic consideration.

-	Application (Form A)	- 2 Copies
-	Memorandum and Articles of Association	- 2 Copies
-	The main Activity to be performed in the Union of Myanmar.	- 1 Copy
-	Estimated Expenditure for the first year Operations	- 1 Copy
-	With bank statement and Account of each share holders and Directors	
-	Recommendation Letter of Ward Administration office and Township Police Station of each directors.	- Original
-	Passport copy of Mr. Berry Chang	- 1 Copy

We shall be obliged to furnish any information as may be required by your esteemed committee.

Your permission for granting of Permit will be greatly appreciated.

Thanking you, Sir.

Daw Khine Lin @ Sandi Piya Maydi Khine
For and on behalf of
G A C (MYANMAR) LIMITED

o/c.

THE SCHEDULE

FORM A

(See Regulation 3)

Date : 19th , November, 2015.

NOTE : This application is to be accompanied by :

(1) A copy of the Company's Memorandum and Articles of Association or of the charter, statutes or other instruments constituting or defining the constitution of the Company. : **Attached**

(2) Copies of the Company's Balance Sheets and Profit and Last Account for the last two years proceding the application. : **N.A**

Application by a Foreign Company or Company, carrying on International trade for issue of a Permit under section 27(A) of the Act:

(1) Name of Company : **G A C (MYANMAR) LIMITED**

(2) Country of incorporation of Compan : **To be incorporated in the Rebuplic of the Union of Myanmar**

(3) (a) Name, address and nationality of shareholders in case of companies incorporated in the Union of Myanmar.

Sr.No.	Name	Address	Nationality
(1)	Daw Khine Lin @ Sandi Piya Maydi Khine	No. (24), May Li Kha Street, Ward No. (7), Mayangone Township, Yangon.	Myanmar 12/Ka Ma Ya (Naing)-044506
(2)	Mr. Berry Chang,	No. 30/207 Sukhumvit Soi 39, Sukhumvit Road, Klongtannua, Bangkok 10110.	Taiwan P.P.No TWN 309875591
(3)	Daw Ohnmar Hein,	No. (53/55), Lanmadaw Street, Ward No. (7), Lanmadaw Township, Yangon.	Myanmar 12/La Ma Ta (Naing)-015766

(b) Number of citizen or Non-citizen shareholders together with the number of share held by them separately in case of companies incorporated outside the Union of Myanmar.	:	N.A.
(4) (a) Location of Company's Head Office	:	-
(b) The Location of Company's principal office in the Union of Myanmar.	:	Room No. (703), 7th Floor, Kandawgyi Tower, Tamwe Township, Yangon.
(5) The objects for which the Company is formed.Memorandum . (Field of business)	:	in Company 's Memorandum.
(6)(a) The amount of capital and the number of shares into which the capital is divided.	:	USD - 1,000,000/- divided into (100,000) shares of USD 10/- each.
(b) If more than one class of share is authorised the discription of each class and the right and privileges pertaining to each .	:	Only One Class.
(c) Amount of capital brought or to be brought into the Union of Myanmar.	:	USD - 50,000/-
(d) Whether there is any discrimination amount different classes of shareholders with regards	:	N.A
(7)(a) The maximum amount of indebtedness if any which may be incurred by the Company; and	:	Up to the authorised amount.
(b) The prohibition against the contracting of debts in excess of that amount.	:	N.A
(8) Period for which perimit is applied for	:	5 Years.
(9) The officers who are to conduct the affairs of the Company ,duties of the each, and the authority of the Board of Directors to fill the positions above-named.	:	Please See Annexure - 1

(10) The number of Directors, the manner of their appointments and their powers. : Please See Annexure - 2

(11) The names, addresses and nationality of the Directors of the current year. : Please See annexure - 3

(12) The names, addresses and nationality of the promoters. : Please See annexure - 4

(13) Statements of compliance with legal requirements for initial capital including the amount to be paid in before commencement of business. : Please See annexure - 5 (To be complied as prescribed)

S.P. Khine

Daw Khine Lin @ Sandi Piya Maydi Khine
For and on behalf of
G A C (MYANMAR) LIMITED

Annexure - 1

LIST OF OFFICERS WHO ARE TO CONDUCT THE AFFAIRS OF THE COMPANY DUTIES OF EACH . ETC .

(Ref : Item 9 of Form "A")

Sr.No.	Name	Address	Nationality
(1)	Daw Khine Lin @ Sandi Piya Maydi Khine	No. (24), May Li Kha Street, Ward No. (7), Mayangone Township, Yangon.	Myanmar 12/Ka Ma Ya (Naing)-044506
(2)	Mr. Berry Chang,	No. 30/207 Sukhumvit Soi 39, Sukhumvit Road, Klongtannua, Bangkok 10110.	Taiwan P.P.No TWN 309875591
(3)	Daw Ohnmar Hein,	No. (53/55), Lanmadaw Street, Ward No. (7), Lanmadaw Township, Yangon.	Myanmar 12/La Ma Ta (Naing)-015766

Daw Khine Lin @ Sandi Piya Maydi Khine
For and on behalf of
G A C (MYANMAR) LIMITED

Annexure - 2

LIST OF THE NUMBER OF DIRECTORS, THE MANNER OF THEIR APPOINTMENTS, AND THEIR POWERS
(Ref : Item 10 of Form "A")

Sr. No.	Name	Position
1.	Daw Khine Lin @ Sandi Piya Maydi Khine	Managing Director
2.	Mr. Berry Chang	Director
3.	Daw Ohnmar Hein	Director

The manner of their appointment and their powers would be in accordance with the Article of Association of the Company.

S.P. Khine

Daw Khine Lin @ Sandi Piya Maydi Khine
For and on behalf of
G A C (MYANMAR) LIMITED

Annexure - 3

THE NAMES , ADDRESSES AND NATIONALITY OF THE DIRECTORS FOR THE CURRENT YEAR
(Ref : Item 11 of Form "A")

Sr.No.	Name	Address	Nationality
(1)	Daw Khine Lin @ Sandi Piya Maydi Khine	No. (24), May Li Kha Street, Ward No. (7), Mayangone Township, Yangon.	Myanmar 12/Ka Ma Ya (Naing)-044506
(2)	Mr. Berry Chang,	No. 30/207 Sukhumvit Soi 39, Sukhumvit Road, Klongtannua, Bangkok 10110.	Taiwan P.P.No TWN 309875591
(3)	Daw Ohnmar Hein,	No. (53/55), Lanmadaw Street, Ward No. (7), Lanmadaw Township, Yangon.	Myanmar 12/La Ma Ta (Naing)-015766

S.P. Khine

Daw Khine Lin @ Sandi Piya Maydi Khine
For and on behalf of
G A C (MYANMAR) LIMITED

Annexure - 4

THE NAMES , ADDRESSES AND NATIONALITY OF THE PROMOTERS

(Ref : Item 11 of Form "A")

Sr.No.	Name	Address	Nationality
(1)	Daw Khine Lin @ Sandi Piya Maydi Khine	No. (24), May Li Kha Street, Ward No. (7), Mayangone Township, Yangon.	Myanmar 12/Ka Ma Ya (Naing)-044506
(2)	Mr. Berry Chang,	No. 30/207 Sukhumvit Soi 39, Sukhumvit Road, Klongtannua, Bangkok 10110.	Taiwan P.P.No TWN 309875591
(3)	Daw Ohnmar Hein,	No. (53/55), Lanmadaw Street, Ward No. (7), Lanmadaw Township, Yangon.	Myanmar 12/La Ma Ta (Naing)-015766

S.P. Khine

Daw Khine Lin @ Sandi Piya Maydi Khine
For and on behalf of
G A C (MYANMAR) LIMITED

Annexure - 5

STATEMENT OF COMPLIANCE WITH LEGAL REQUIREMENTS FOR INITIAL CAPITAL, INCLUDING THE AMOUNT TO BE PAID IN BEFORE COMMENCEMENT OF THE BUSINESS

(Ref : Item 13 of Form "A")

We, the Directors of **G A C (MYANMAR) LIMITED.**

Hereby declare that we will comply with the all legal requirements, and will bring into Myanmar the Initial Capital including the amount to be paid in before commencement of Business as prescribed by the Capital Structure Committee.

Yours Sincerely,

Daw Khine Lin @ Sandi Piya Maydi Khine
For and on behalf of
G A C (MYANMAR) LIMITED

INTENDED BUSINESS ACTIVITIES TO BE CARRIED OUT IN THE UNION OF MYANMAR

Company shall exercise following activities:-

To do servicing business for producing of modified coffee seeds; (ARABICA) on (contract farming) system with local companies and farmers.

Yours Sincerely,

Daw Khine Lin @ Sandi Piya Maydi Khine
For and on behalf of
G A C (MYANMAR) LIMITED

ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်တွင် ဆောင်ရွက်ရန် ရည်ရွယ်ထားသော လုပ်ငန်းများ

ကုမ္ပဏီသည် ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အစိုးရ၏ ခွင့်ပြုချက်ဖြင့် အဆင့်မြင့်ကော်ဖီစေ့ (ARABICA) ထုတ်လုပ်သည့် ပြည်တွင်းကုမ္ပဏီ နှင့် တောင်သူများအား (Contract Farming) စနစ်ဖြင့် ဆောင်ရွက်သည့် လုပ်ငန်းများအား ဝန်ဆောင်မှုပေးရန်။

Yours Sincerely,

Daw Khine Lin @ Sandi Piya Maydi Khine
For and on behalf of
G A C (MYANMAR) LIMITED

LIST OF ESTIMATED EXPENDITURES OF THE FOREIGN COMPANY

TO BE NEWLY INCORPORATED FOR THE FIRST

YEAR OF OPERATION

The following are estimated expenses for the first year operation of the Company:-

1.	Rent for the office	= K.	200,000.00
2.	Commission	= K.	12,000.00
3.	Telephone	= K.	50,000.00
4.	Electricity	= K.	50,000.00
5.	Salary	= K.	100,000.00
		= K	412,000.00

(Kyats Four Hundred and Twelve Thousand Only)

S.P. Khine

Daw Khine Lin @ Sandi Piya Maydi Khine
For and on behalf of
G A C (MYANMAR) LIMITED

To

Director General,
Directorate of Investment and Company Administration
Ministry of National Planning and Economic Development
Yangon.

Date: (   ), December , 2015.

Subject; Undertaking

I, Daw Khine Lin @ Sandi Piya Maydi Khine hereby undertakes to abide by the followings:

(a) **to submit quarterly and occasional reports and statistical data required by the Company Administration Department, within the prescribed time, acknowledge the fact that company who failed to submit the required reports and statistical data, will be considered as a defunct company and shall be automatically removed from the register;**

(b) **acknowledge the fact that if the company, after receiving the registration card and after completion of factory construction, cannot perform the permitted activities at least once in a year, it will be considered as a defunct company and shall be removed from the register.**

(c) **acknowledge that the validity of the permit is five years from the data of the issuance, that renewal of permit shall be submitted within three months before the expiry of the permit, and that if renewal is not submitted, the company shall be automatically removed from the register on the expiry of validity.**

Signature S.P. Khine

Name Daw Khine Lin @
Sandi Piya Maydi Khine

NRC No. 12/Ka Ma Ya (N)-044506

Address No. (24), May Li Kha Street,
Ward No. (7), Mayangone
Township, Yangon.

To

Director General,
Directorate of Investment and Company Administration
Ministry of National Planning and Economic Development
Yangon.

Date: ( ), December, 2015.

Subject: Undertaking not to carry out trading and manufacturing/industrial activties in Myanmar after incorporation of

GAC (MYANMAR) LIMITED.

Dear Sir, I. Daw Khine Lin @ Sandi Piya Maydi Khine Director of "**GAC (MYANMAR) LIMITED.**" Inconnection with the above subject matter, we hereby undertake that will carry out services activities on behalf of the Company only and will not carry out trading and manufaturing/ industrial activities in Myanmar after receiving the Incorporation Certificate from your esteemed Office.

Yours Sincerely

Daw Khine Lin @ Sandi Piya Maydi Khine
For and on behalf of
G A C (MYANMAR) LIMITED

000813

To:

The Director General
Directorate of Investment and Company Administration
The Government of the Republic of the Union of Myanmar
No. 1, Thitsar Road, Yankin Township, Yangon

Date : -12-2015.

Dear Sir, G A C (Myanmar) Limited.

I hereby submit the following documents for registration and application for Permit, which are required under the Myanmar Companies Act 1914.

Should you need further information regarding these documents, I am pleased to furnish them without any hesitation.

1. Declaration of registration (Form 1)
2. Situation of registered office form
3. Declaration of Legal Version
4. Certificate of Translation
5. Statement of company objectives & Undertaking not to conduct trading activities
6. Directors details (Form 26)
7. Memorandum of Association (2 copies)
8. Articles of Association (2 copies)
9. Application Form for Permit (Form A)
10. Copy of passport of shareholder or copy of directors' resolution
11. Copy of passport of foreign directors or copy of N.R.C for local directors

Yours sincerely,

S.P. Khin

Signature of proposed director

Name: Daw Khine Lin @ Sandi Piya Maydi Khin e

FORM 1

DECLARATION OF REGISTRATION OF COMPANY

MYANMAR COMPANIES ACT

(See Section 24)

Declaration in compliance with the requirements of the Myanmar Companies Act, 1913 made pursuant to Section 24(2) on behalf of a Company proposed to be registered as; G A C (Myanmar) Limited.

Presented for filing by ; Daw Khine Lin @ Sandi Piya Maydi Khine (Director)

I, Daw Khine Lin @ Sandi Piya Maydi Khine, Director of G A C (Myanmar) Limited.

do solemnly and sincerely declare that all the requirements of the Myanmar Companies Act, 1913 in respect of matters precedent to the registration of the said Company and incidental thereto have been complied with save only the payment of fees and sums payable on registration and I make this solemn declaration conscientiously believing the same to be true.

SIGNATURE ....

(DIRECTOR)

WITNESS

for and on behalf of
the Board of Directors

Yangon

the day of December, 2015.

DECLARATION OF OFFICIAL AND LEGAL VERSION

THE MYANMAR COMPANIES ACT 1913

AND

THE MYANMAR COMPANIES REGULATION N0-6

Name of the Company G A C (Myanmar) Limited.

Presented for filing by Daw Khine Lin @ Sandi Piya Maydi Khine(Director)

To
The Director General
Directorate of Investment and Company Administration
The Government of the Republic of the Union of Myanmar
No. 1 , Thitsar Road, Yankin Township, Yangon

I, Daw Khine Lin @ Sandi Piya Maydi Khine, Director of G A C (Myanma Limited. **do hereby give you notice in accordance with Regulation No.6 of the Myanmar Companies Regulations 1957, that the official and legal version of the Company's Memorandum and Articles of Association and other documents shall be in English.**

SIGNATURE S-P. Khin ....
(DIRECTOR)

for and on behalf of
the Board of Directors

Yangon

the **day of** December, 2015.

CERTIFICATE OF TRANSLATION

I, the undersigned, do hereby certify that the work of translation from the original Memorandum & Articles of Association in English of " G; A C (Myanmar Limited. **" into Myanmar was done by me , and the translation is correct to the best of my knowledge.**

Yangon

Dated, the day of December,,2015.

ဦးထင်ကြိုင်
L.L.B. WIPO, D.L.P(Switzerland)
[illegible]

NOTICE OF THE SITUATION OF THE REGISTERED OFFICE OF THE

G A C (Myanmar) Limited.

To:
The Director General
Directorate of Investment and Company Administration
The Government of the Republic of the Union of Myanmar
No. 1 , Thitsar Road, Yankin Township, Yangon

The abovenamed Company hereby give you notice, in accordance with the provisions of the Myanmar Companies Act that the Registered Office of the Company is situated ad No. Room No.703,7 th Floor,Kandawgyi Tower,Tamwe Township, Yangon.

SIGNATURE ....
(DIRECTOR)

Dated, the **day of** December, 2015.

FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

(Myanmar Companies Act, See Section 87)

Name of Company : G A C (Myanmar) Limited

Presented by : Daw Khine Lin@ Sandi Maydi Khine (M.D)

	The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
1.	Daw Khine Lin @ Sandi Piya Maydi Khine	Myanmar 12 Ka Ma Ya (Naing) 044506	No.(24),May Li Kha Street,Ward No.(7),Mayangone Township Yangon.	Merchant	
2.	Mr. Berry Chang	Taiwan P.P No. TWN 309875591	No.30 207,Sukhumvit Soi 39, Sukhumvit Road,Kiongtannua, Bangkok 10110.	Merchant	
3.	Daw Ohnmar Hein	Myanmar 12 La Ma Ta (Naing) 015776	No.(53 55),Lanmadaw Street, Ward No.(7),Lanmadaw Township, Yangon.	Merchant	

NOTE : (1) A complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.

(2) A note of the changes since the last list should be made in the column for " Changes" by placing against the new Director's name the word " in place of ...." and by writing against any former Director's name the word "dead" " resigned" or as the case may be giving the date of change against the entry

Signature S.P. Khine

Dated this ....-12-2015......

Designation ......Director................

To:
The Director General
Directorate of Investment and Company Administration
The Government of the Republic of the Union of Myanmar
No. 1 , Thitsar Road, Yankin Township, Yangon

Date:......................................

Re: Intended Business Activities & Undertaking regarding trading activities

The intended business activities of the foreign company are as listed below

In English:

(i) ....
(ii) ....
(iii) ....
(iv) ....According to the Ministry of Commerce order No. 69 dated (11-11-2015).
(v) ....To carry on the business of producing and trading of imported qualitative
(vi) ....vegetable and coffee seeds on (contract farming) system with farmers on
(vii) ....the permission of the Republic of the Union of Myanmar.
(viii) ....

In Myanmar

(i) ....
(ii) ....
(iii) ....နိုင်ငံတော်အစိုးရ၏ ခွင့်ပြုချက်နှင့် စီးပွားရေးနှင့် ကူးသန်းရောင်းဝယ်ရေးဝန်ကြီးဌာန၏
(iv) ....(၁၁-၁၁-၂၀၁၅)ရက်စွဲပါ အမိန့်ကြော်ငြာစာအမှတ် ၉၆/၂၀၁၅ အရ အရည်အသွေး
(v) ....မြင့်မားသည့် ဟင်းသီး ဟင်းရွက် မျိုးစေ့များကို ပြည်ပမှ တင်သွင်းပြီး တောင်သူများ
(vi) ....အား (contract farming) စနစ်ဖြင့် ဆောင်ရွက်စေကာ ထုတ်လုပ်ရောင်းချရန်။
(vii) ....
(viii) ....

The applicant acknowledges that foreign companies are not allowed to conduct trading activities in Myanmar and undertakes not to conduct any trading activities.

....
Signature of proposed director

Name: ....

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန်ကန့်သတ်ထားသော အများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီ

ဂျီ အေ စီ (မြန်မာ) လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum of Association

and

Articles of Association

OF

G A C (MYANMAR) LIMITED

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန်ကန့်သတ်ထားသော အများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီ

ဂျီ အေ စီ (မြန်မာ) လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

* * * * *

၁။ ကုမ္ပဏီ၏ အမည်သည် " **ဂျီ အေ စီ (မြန်မာ) လီမိတက်** " ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါ အတိုင်း ဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏သတ်မှတ် မ,တည်ငွေရင်းသည် US $ 1,000,000 ဖြစ်၍ တစ်စုလျှင် (US $ 10) တန် အစုရှယ်ယာပေါင်း (100,000) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိ တရားဝင် တည်ဆဲဖြစ်နေသော တရားဥပဒေ ပြဋ္ဌာန်းချက်များနှင့် အညီ အထွေထွေ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

(၂)

၆။ ကုမ္ပဏီတည်ထောင်ရခြင်း၏ရည်ရွယ်ချက်များမှာ-

နိုင်ငံတော်အစိုးရ၏ ခွင့်ပြုချက် နှင့် စီးပွားရေး နှင့် ကူးသန်းရောင်းဝယ်ရေး ဝန်ကြီးဌာန၏ (၁၁-၁၁-၂၀၁၅) ရက်စွဲပါ အမိန့်ကြော်ငြာစာအမှတ် ၉၆/၂၀၁၅ အရ အရည်အသွေး မြင့်မားသည့် ဟင်းသီးဟင်းရွက် * မျိုးစေ့များကို ပြည်ပမှ တင်သွင်းပြီး တောင်သူများအား (contract farming) စနစ်ဖြင့် ဆောင်ရွက်စေကာ ထုတ်လုပ်ရောင်းချရန်။

၇။ ကုမ္ပဏီမှ သင့်တော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန် အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်း ထံမှမဆို ငွေချေးယူရန်။

ခြွင်းချက်။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စု သမ္မတ မြန်မာနိုင်ငံတော် အတွင်း၌ဖြစ်စေ၊ အခြားမည်သည့် အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရားဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းများမှအပ အခြား လုပ်ငန်းများကို လုပ်ကိုင်ဆောင်ရွက်ခြင်းမပြုပါ။ ထို့အပြင် ပြည်ထောင်စု သမ္မတ မြန်မာနိုင်ငံတော် အတွင်း၌ အချိန်အားလျော်စွာတည်မြဲနေသည့် တရားဥပဒေပြဋ္ဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များ နှင့် လျော်ညီသင့်တော်ခြင်း သို့မဟုတ် ခွင့်ပြုထားရှိခြင်း ရှိမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက်ထားရှိပါသည်။

(၃)

အောက်တွင်အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ကိုယ်စီကိုယ်ငှသည်ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခု ဖွဲ့စည်းရန် လိုလားသည့်အလျောက်ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
၁။	ဒေါ်ခိုင်လင်း (ခ) စန္ဒီပီရမေဒီခိုင် အမှတ် (၂၄)၊ မေလိခလမ်း၊ (၇) ရပ်ကွက်၊ မရမ်းကုန်းမြို့နယ်၊ ရန်ကုန်။ *(ကုန်သည်)*	မြန်မာ ၁၂/ကမရ (နိုင်)-၀၄၄၅၀၆	၁၀	
၂။	**Mr. Berry Chang** No. 30/207 Sukhumvit Soi 39, Sukhumvit Road, Klongtannua, Bangkok 10110. ***(Merchant)***	**Taiwan** P.P.No TWN 309875591	၈၀	
၃။	ဒေါ်ဥမ္မာဟိန်း အမှတ် (၅၃/၅၅)၊ လမ်းမတော်လမ်း၊ အမှတ် (၇) ရပ်ကွက်၊ လမ်းမတော်မြို့နယ်၊ ရန်ကုန်။ *(ကုန်သည်)*	မြန်မာ ၁၂/လမတ (နိုင်)-၀၁၅၇၆၆	၁၀	

ရန်ကုန်။ နေ့စွဲ၊ ၂၀၁၆ ခုနှစ်၊ ဖေဖော်ဝါရီ လ၊ (၁၅) ရက်။
အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

ဦးတင်ကြိုင်
LL.B. WIPO, D.L.P (Switzerland)
တရားလွှတ်တော်ရှေ့နေ (စဉ်-၉၃၀၇)

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန်ကန့်သတ်ထားသော အများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီ

ဂျီ အေ စီ (မြန်မာ) လီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ

* * * * *

၁။ ဤ သင်းဖွဲ့စည်းမျဉ်း နှင့် လိုက်လျောညီထွေ မဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ နောက်ဆက်တွဲ ပထမဇယားပုံစံ'က'ပါ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့် မသက်ဆိုင်သော ကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည် အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။

(က) ဤ ကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများ မှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင် အရေအတွက်ကို ငါးဆယ်အထိသာ ကန့်သတ်ထားသည်။

(ခ) ဤ ကုမ္ပဏီ၏ အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်) တစ်ခုခု အတွက် ငွေထည့်ဝင်ရန်အများပြည်သူတို့အား ကမ်းလှမ်းခြင်း မပြုလုပ်ရန် တားမြစ်ထားသည်။

မ,တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏သတ်မှတ် မ,တည်ငွေရင်းသည် US $ 1,000,000 ဖြစ်၍ တစ်စုလျှင် (US $ 10) တန် အစုရှယ်ယာပေါင်း (100,000) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိ တရားဝင် တည်ဆဲဖြစ်နေသော တရားဥပဒေ ပြဋ္ဌာန်းချက်များနှင့် အညီ အထွေထွေ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက် များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများ သည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။

(၅)

၅။ အစုရှယ်ယာလက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်သည့် အခြား ပုဂ္ဂိုလ်များက လက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏တံဆိပ်ရိုက်နှိပ်ထုတ်ပေးရမည်။ အစုရှယ်ယာလက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း သို့မဟုတ် ပျက်စီးခြင်း ဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကိုသော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍သော်လည်းကောင်း ထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင် ကိုယ်စားလှယ်ကို ဒါရိုက်တာများက အသိအမှတ်ပြုပေးရမည် ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများကို အခါအားလျော်စွာ တောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာများက သတ်မှတ်သည့် ပုဂ္ဂိုလ်များထံ သတ်မှတ်သည့်အချိန်နှင့်နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက် အရစ်ကျပေးသွင်းစေခြင်း၊ သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂)ဦးထက်မနည်း၊ (၉)ဦးထက် မများစေရ။

ပထမဒါရိုက်တာများသည် -

(၁) **ဒေါ်ခိုင်လင်း (ခ) စန္ဒီပီရမေဒီခိုင်**

(၂) Mr. Berry Chang .... *AND*

(၃) **ဒေါ်ဥမ္မာဟိန်း**

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေဂျင်းဒါရိုက်တာ အဖြစ် အချိန်အခါအလိုက်သင့်လျော်သော သတ်မှတ်ချက်များ၊ ဥဏ်ပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများ အားလုံးကို ၎င်းက အသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (-)စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှမပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့၏ ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံ ဆွေးနွေးခြင်း၊ အစည်းအဝေးရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာဦးရေသတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦး တက်ရောက်လျှင် အစည်းအဝေးထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့်ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်နေဂျင်းဒါရိုက်တာ၏ အဆုံးအဖြတ်သည် အတည် ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက် တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

(၆)

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့်ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံး အတွက် အကျိုးသက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ (က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ –

(၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန်အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆိုဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့်ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသောမည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်။

(၂) သင့်လျော်သောစည်းကမ်းသတ်မှတ်ချက်များဖြင့်ငွေကြေးများကိုချေးငှားရန် သို့မဟုတ်အဆိုပါချေးငှား သော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိနှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ ထုတ်ဝေရန်။

(၃) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါ အစုရှယ်ယာများ ထုတ်ပေးရာ၌ ငွေအပြည့် ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများ အနေဖြင့်သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသော အာမခံစာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ၊ ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍ သော်လည်းကောင်း၊ အပေါင်ပြု၍ သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများ တောင်းခံခေါ်ယူ၍ သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကိုအမြဲတမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက်ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက်လည်းကောင်း အဆိုပါ ပုဂ္ဂိုလ်တို့၏တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ်ရာ၌လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌လည်းကောင်း သင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့အပြင် အဆိုပါကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆို ကိစ္စရပ်အားလုံးကို ဖြစ်စေ၊ တစ်စိတ်တစ်ဒေသကိုဖြစ်စေ ဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍ မန်နေဂျင်း ဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ် ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာများအားလုံးကို ဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသောစည်းကမ်းများဖြင့် လက်ခံရန်။

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့်ဖြစ်သော မည်သည့် ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ်စာတမ်းများ ချုပ်ဆို ပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆို ဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့်ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်း လိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီက ရရန်ရှိသောတောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေးများအတွက် ပြေစာများ ပြုလုပ် ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့်စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း၊ ကြွေးမြီး မဆပ်နိုင်ခြင်း ကိစ္စများနှင့် ပတ်သက်၍ ကုမ္ပဏီ၏ကိုယ်စား ဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ ထပ်ဆင့် လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ်ခြင်းများ၊ ကန်ထရိုက် စာချုပ်များနှင့်စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ကိုယ်စား မည်သူက လက်မှတ် ရေးထိုးခွင့်ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော် လျော်ကပ်ပတ်သောနည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင် ငွေများကို အာမခံပစ္စည်း ပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံထားရန်နှင့် စီမံခန့်ခွဲထားရန်။ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွှဲရန်။

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေး စိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြား ပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟု ယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန်။ အဆိုပါ ပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီထားသည့် တရားဝင်သော တူညီချက်များနှင့် ဥပဒေပြဋ္ဌာန်းချက်များပါ ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီကခန့်အပ်ထားသော မည်သည့်အရာရှိသို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အတိအကျဆောင်ရွက်ခဲ့သည့်လုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေ အမြတ်အစွန်းမှ ခွဲဝေပေး ခြင်းများ ပြုလုပ်ရန်နှင့် အဆိုပါကော်မရှင်များ၊ အမြတ်များခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသအဖြစ် သတ်မှန်ရန်။

(၁၇) ဤကုမ္ပဏီ၏လုပ်ငန်းများ၊ အရာရှိများ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းများ ဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန် အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်းကောင်း ၎င်းတို့နှင့် စပ်လျဉ်းသော ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့် ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

(၈)

အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီးကိုကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင် အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းအဝေးကြီးနှင့် တစ်ဆယ့်ငါးလထက်မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် မတက်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဋ္ဌာန်းခြင်းမရှိလျှင် ထုတ်ဝေထားသည့် မ,တည် ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောင်ရွက်ရန်အတွက် အစည်းအဝေးအထမြောက်သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင်အစုရှင်အရေအတွက် နှစ်ဦးတည်းသာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အရေအတွက်ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ်အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေညာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေမပေးရ။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်း ပြည့်မီသူပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မီသူများအား ရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည်ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များကဲ့သို့သော ဥာဏ်ပူဇော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်းသတ်မှတ်ချက်များကို သင်းလုံးကျွတ် အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း လည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့်အညီ ထားသိုထိန်းသိမ်း ဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ ရငွေ၊ သုံးငွေများ၏ ပမာဏနှင့် ၎င်းရငွေ၊ သုံးငွေများ ဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံး သို့မဟုတ် ဒါရိုက်တာများက သင့်လျော်သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် လိုက်လျောညီထွေ ဖြစ်ရမည်။

(၉)

နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါသော စာကို စာတိုက်ခ ကြိုတင်ပေးထား၍ ၄င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတစ်ဆင့် လိပ်မူ ပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများကကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင်မှ တစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး

၂၃။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၆ (ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားဝင် တည်ဆဲဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏ တာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန် ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များ အတွက် ကုမ္ပဏီထံမှ လျော်ကြေး ရထိုက်ခွင့်ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာတွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။

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(၁၀)

အောက်တွင်အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ကိုယ်စီကိုယ်ငှသည်ဤသင်းဖွဲ့စည်းမျဉ်းအရကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန်လိုလားသည့်အလျောက်ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏မ တည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
၁။	**ဒေါ်ခိုင်လင်း (ခ) စန္ဒီပီရမေဒီခိုင်** အမှတ် (၂၄)၊ မေလီခလမ်း၊ (၇) ရပ်ကွက်၊ မရမ်းကုန်းမြို့နယ်၊ ရန်ကုန်။ *(ကုန်သည်)*	**မြန်မာ** ၁၂/ကမရ (နိုင်)-၀၄၄၅၀၆	၁၀	
၂။	**Mr. Berry Chang** No. 30/207 Sukhumvit Soi 39, Sukhumvit Road, Klongtannua, Bangkok 10110. ***(Merchant)***	**Taiwan** P.P.No TWN 309875591	၈၀	
၃။	**ဒေါ်ဥမ္မာဟိန်း** အမှတ် (၅၃/၅၅)၊ လမ်းမတော်လမ်း၊ အမှတ် (၇) ရပ်ကွက်၊ လမ်းမတော်မြို့နယ်၊ ရန်ကုန်။ *(ကုန်သည်)*	**မြန်မာ** ၁၂/လမတ (နိုင်)-၀၁၅၇၆၆	၁၀	

ရန်ကုန်။ နေ့စွဲ၊ ၂၀၁၆ ခုနှစ်၊ ဖေဖော်ဝါရီ လ၊ (၁၉) ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

ဦးတင်ကြိုင်
LL.B.WIPO,D.L.P(Switzerland)
တရားလွှတ်တော်ရှေ့နေ(စဉ်-၉၁၀၇)

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum of Association

OF

G A C (MYANMAR) LIMITED

* * * * *

I. The name of the Company is " **G A C (MYANMAR) LIMITED.**"

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The Authorised Capital of the Company is US $ 1,000,000 divided into (100,000) shares of US $ 10 each with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

(2)

(VI) The Objective for which the Company is established are-

According to the Ministry of Commerce order No. 69 dated (11-11-2015). To carry on the business of producing and trading of imported qualitative vegetable seeds on (contract farming) system with farmers on the permission of the Republic of the Union of Myanmar.

(VII) To borrow money for the benefit of the Company 's business from any person, firm, company, bank or financial organization in the manner that the Company shall think fit.

PROVISO : Provided that the Company shall not exercise any of the above objects whether in the Republic of the Union of Myanmar or elsewhere, save in so for as it may be entitled so as to do in accor dance with the Laws, Orders and Notifications in force from time to time and only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Republic of theUnion of Myanmar for the time being in force.

(3)

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of these Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N. R. C No.	Number of shares taken	Signatures
1.	**Daw Khine Lin @ Sandi Piyamaydi Khine** No. (24), May Li Kha Street, Ward No. (7), Mayangone Township, Yangon. ***(Merchant)***	**Myanmar** 12/Ka Ma Ya (Naing)-044506	**10**	
2.	**Mr. Berry Chang** No. 30/207 Sukhumvit Soi 39, Sukhumvit Road, Klongtannua, Bangkok 10110. ***(Merchant)***	**Taiwan** P.P.No TWN 309875591	**80**	
3.	**Daw Ohnmar Hein** No. (53/55), Lanmadaw Street, Ward No. (7), Lanmadaw Township, Yangon. ***(Merchant)***	**Myanmar** 12/La Ma Ta (Naing)-015766	**10**	

Yangon. Dated the (19th) day February of 2016.

It is hereby certified that the persons mentioned above put their signatures in my presence.

LL.B.WIPO,D.L.P(Switzerland)

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles of Association

OF

G A C (MYANMAR) LIMITED

* * * * *

1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to theCompany save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Limited Company and accordingly following provisions shall have effect : -

   (a) The number of members of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.

   (b) Any invitation to the public to subscribe for any share or debenture stock of the Company is hereby prohibited.

CAPITAL AND SHARE

3. The Authorised Capital of the Company is US $ 1,000,000 divided into (100,000) shares of US $ 10 each with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

(5)

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognised by the Directors.

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made upon him to the persons, and at the times and places appointed by the Directors. A call may be made payable by installments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and not more than (9).

The First Directors shall be : -

(1) Daw Khine Lin @ Sandi Piyamaydi Khine,

(2) Mr. Berry Chang .... and

(3) Daw Ohnmar Hein.

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the power delegated to him by the Board of Directors from time to time.

9. The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined,two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

12. Any Director may at any time summon a meeting of Directors.

(6)

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(7)

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

(8)

GENERAL MEETINGS

15 A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-

(1) *all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;*

(2) *all sales and purchases of goods by the Company;*

(3) *all assets and liabilities of the Company.*

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

(9)

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

❖ ❖ ❖ ❖

(10)

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of these Articles of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N. R. C No.	Number of shares taken	Signatures
1.	**Daw Khine Lin @** **Sandi Piyamaydi Khine** No. (24), **May Li Kha Street,** Ward No. (7), **Mayangone Township,** Yangon. ***(Merchant)***	**Myanmar** 12/Ka Ma Ya (Naing)-044506	**10**	SPKhine
2.	**Mr. Berry Chang** No. 30/207 **Sukhumvit Soi 39,** Sukhumvit **Road, Klongtanua,** Bangkok **10110.** ***(Merchant)***	Taiwan P.P.No TWN 309875591	**80**	[signature]
3.	**Daw Ohnmar Hein** No. (53/55), **Lanmadaw Street, Ward** No. (7), **Lanmadaw Township, Yangon.** ***(Merchant)***	**Myanmar** 12/La Ma Ta (Naing)-015766	**10**	[signature]

Yangon. Dated the (19th) day february of 2016.

It is hereby certified that the persons mentioned above put their signatures in my presence.

ဦးတင်ကြိုင်
LL.B.WIPO,D.L.P(Switzerland)
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